

**A REGULAR MEETING OF THE AMARILLO CITY COUNCIL TO BE HELD ON TUESDAY, DECEMBER 3, 2019 AT 1:00 P.M., CITY HALL, 601 SOUTH BUCHANAN STREET, COUNCIL CHAMBER ON THE THIRD FLOOR OF CITY HALL, AMARILLO, TEXAS.**

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*City Council Mission: Use democracy to govern the City efficiently and effectively to accomplish the City's mission.*

*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.*

**INVOCATION:** David Ritchie, Redeemer Christian Church

**PUBLIC ADDRESS**

(For items on the agenda for City Council consideration)

**AGENDA**

1. City Council will discuss or receive reports on the following current matters or projects.
  - A. Review agenda items for regular meeting and attachments;
  - B. Presentation AMA Safety Town;
  - C. Update on Golf Operations and Golf Task Force Recommendations; and
  - D. Request future agenda items and reports from City Manager.

2. **CONSENT ITEMS:**

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. **CONSIDER APPROVAL – MINUTES:**

Approval of the City Council minutes for the meeting held on November 19, 2019.

B. **CONSIDER APPROVAL -- RS&H, INC. TASK ORDER #44, CONCEPTUAL DESIGN AND COST/BENEFIT/FUNDING ANALYSIS FOR A GENERAL AVIATION US CUSTOMS FACILITY AT THE RICK HUSBAND AMARILLO INTERNATIONAL AIRPORT:**

(Contact: Michael W. Conner, Director of Aviation)

Awarded to RHS, Inc. – \$86,793.24

This item is for design/engineering of a conceptual design and a feasibility cost/benefit study to possibly construct a general aviation US Customs Facility at the Airport to meet the new US Customs and Border Protection facility standards.

C. **CONSIDER AWARD – CATIONIC POLYMER ANNUAL CONTRACT:**

(Contact: Jonathan Gresham, Director of Water Utilities)

Award to Sterling Water Technologies -- \$52,125.60

This annual contract is for Hollywood Road Water Reclamation Plant. The polymer is used to coagulate the 3% solids from the digester at the belt filter presses to greater than 20% solids as required by the Texas Commission on Environmental Quality (TCEQ) to haul the solids and dispose in the landfill.

D. **CONSIDER APPROVAL – CHANGE ORDER NO. 4, NORTHWEST INTERCEPTOR:**

(Contact: Matt Thomas, City Engineer)

Awarded to McKee Utility, Inc. -- \$150,000.00

Original Contract \$10,650,000.00

Current Change Order \$150,000.00

Previous Change Orders \$178,484.25

Revised Contract Total \$10,978,484.25

The change order includes the construction of a sewer main extension needed to serve the development of the Texas Tech University Veterinary School and other future development near Evans Drive. This proposed change order will take advantage of an existing contractor working in the area on the outfall main that this line ties into. This will provide a more efficient and cost effective project by reducing mobilization cost and time. Additionally, with the installation of this main, the City will be able to collect frontage fees from other future developments served by this main.

E. **CONSIDER AWARD – HVAC FILTERS ANNUAL CONTRACT:**

(Contact: Trent Davis, Director of Purchasing)

Award to Grainger Industrial Supply in an amount not to exceed \$88,000.00

This award is to approve a contract for the purchase of the HVAC Filters Annual Contract.

F. **CONSIDER PURCHASE – FIRE TRUCK, LADDER STYLE 77':**

(Contact: Glenn Lavender, Fleet Services Superintendent)

Awarded to Hall Buck GMC -- \$1,008,233.00

This item is the scheduled replacement for Unit 6501, 2004 American LaFrance Ladder truck. The new fire truck will be used for daily departmental operations. Unit 6501 has reached or exceeded its expected lifecycle.

G. **CONSIDER PURCHASE – APPROVAL OF REPLACEMENT VEHICLE FOR FIRE DEPARTMENT, PUMPER STYLE FIRE TRUCK:**

(Contact: Glenn Lavender, Fleet Services Superintendent)

Awarded to Hall Buick-GMC -- \$594,297.00

This item is the scheduled replacement of Unit 6910, 2007 Ferrara Fire Truck/Pumper style. The new fire truck will be used for daily operational requirements. Unit 6910 has reached or exceeded its useable lifecycle.

3. **NON-CONSENT ITEMS:**

A. **CONSIDER AWARD -- FIVE-YEAR PROFESSIONAL SERVICES CONTRACT TO RS&H, INC. FOR PROFESSIONAL AND GENERAL CONSULTING SERVICES FOR VARIOUS AIRSIDE, LANDSIDE, AND AIR SERVICE DEVELOPMENT PROJECTS FOR THE RICK HUSBAND AMARILLO INTERNATIONAL AIRPORT:**

(Contact: Michael W. Conner, Director of Aviation)

Awarded to RS&H, Inc. in an amount not to exceed \$7,500,000.00

This item is a five-year professional services contract for professional engineering and consulting services for the future design of airport projects including construction administration, resident project representative services, air service development, and related airport consulting. This contract has a not-to-exceed amount of \$7,500,000 based on project history and known future projects. RS&H, Inc., was selected by a five-person panel including airport and non-airport City staff, as part of a public RFQ process. RS&H, Inc. services will be used on Federally-funded and non-Federally-funded airport projects.

- B. DISCUSSION AND CONSIDERATION OF ORDINANCE NO. 7828:**  
(Contact: Floyd Hartman, Assistant City Manager)  
This item is the first reading of an ordinance amending the Amarillo Municipal Code, Chapter 16-5-50, Article III, which authorizes the operation of golf carts on streets in the Central Business District (amending Ordinance No. 7782) to remove the sunset provision of the existing ordinance that provides a permit system for the use of golf carts to transport passengers among certain downtown facilities and venues.
- C. PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 7829:**  
(Contact: Cris Valverde, Assistant Director of Planning and Development Services)  
This item is the first reading and public hearing of an ordinance rezoning a 102.39 acre tract of unplatted land in Section 61 and 62, Block 2, AB&M Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Agricultural District to Planned Development District 325A for an industrial park and associated uses. (Vicinity: Northeast 24th Avenue and Folsom Road.)
- D. PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 7830:**  
(Contact: Cris Valverde, Assistant Director of Planning and Development Services)  
This item is the first reading and public hearing of an ordinance rezoning a 13.98 acre tract of unplatted land in Section 191, Block 2, A.B.&M. Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Agricultural District to Residential District 3. (Vicinity: Temecula Creek Boulevard and Riesling Way.)
- E. PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 7831:**  
(Contact: Cris Valverde, Assistant Director of Planning and Development Services)  
This item is the first reading and public hearing of an ordinance vacating a portion of a twenty-foot Public Utility Easement in Block 311 and a twenty-foot Public Utility Easement in Block 312, Mirror Addition, in Section 155, Block 2, AB&M Survey, Potter County, Texas (Vicinity: Southeast 3<sup>rd</sup> Avenue and Ross Street.)
- F. CONSIDER APPROVAL – EAST GATEWAY TAX INCREMENT REINVESTMENT ZONE #2 DEVELOPER AGREEMENT FOR JAMAL ENTERPRISES, LP:**  
(Contact: Andrew Freeman, Director of Planning and Development Services)  
This item approves a Tax Increment Reinvestment Zone (TIRZ) #2 Developer Agreement for the Jamal Enterprises, LP Toot'n Totum Travel Center project to be located at 7909 East Interstate 40. The agreement is for a 90% (years 1-5) and 50% (years 6-10) annual property tax rebate for ten years. The rebate is contingent upon certain deadlines for building permit issuance and receiving a certificate of occupancy.
- G. EXECUTIVE SESSION:**  
City Council may convene in Executive Session to receive reports on or discuss any of the following pending projects or matters:
- (1) Section 551.087 – Deliberation regarding economic development negotiations; discussion of commercial or financial information received from an existing business or business prospect with which the city is negotiating for the location or retention of a facility, or for incentives the city is willing to extend, or financial information submitted by the same:
    - a. Discussion regarding commercial or financial information received from a business prospect and/or to deliberate the offer of a financial or other incentive to a business prospect:
      - (1) Project # 19-01-01 (Professional and Technical Services)
      - (2) Project # 19-08-02 (Manufacturing)
      - (3) Project # 19-10-01 (Corporate Headquarters)

- (2) Section 551.072 – Discuss the purchase, exchange, lease, sell, or value of real property and public discussion of such would not be in the best interests of the City’s bargaining position:
  - a. Discuss property located in the vicinity of Estacado Lane and Bell Street.

Amarillo City Hall is accessible to individuals with disabilities through its main entry on the south side (601 South Buchanan Street) 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 27th day of November 2019.

Regular meetings of the Amarillo City Council stream live on Cable Channel 10 and are available online at:  
<http://amarillo.gov/city-hall/city-government/view-city-council-meetings>  
*Archived meetings are also available.*



STATE OF TEXAS  
COUNTIES OF POTTER  
AND RANDALL  
CITY OF AMARILLO

On the 19th day of November 2019, the Amarillo City Council met at 1:00 p.m. for a regular meeting held in the Council Chamber located on the third floor of City Hall at 601 South Buchanan Street, with the following members present:

- |               |                                   |
|---------------|-----------------------------------|
| GINGER NELSON | MAYOR                             |
| ELAINE HAYS   | COUNCILMEMBER NO. 1               |
| FREDA POWELL  | MAYOR PRO TEM/COUNCILMEMBER NO. 2 |
| EDDY SAUER    | COUNCILMEMBER NO. 3               |
| HOWARD SMITH  | COUNCILMEMBER NO. 4               |

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

- |                   |                               |
|-------------------|-------------------------------|
| JARED MILLER      | CITY MANAGER                  |
| MICHELLE BONNER   | DEPUTY CITY MANAGER           |
| BRYAN MCWILLIAMS  | CITY ATTORNEY                 |
| STEPHANIE COGGINS | ASSISTANT TO THE CITY MANAGER |
| FRANCES HIBBS     | CITY SECRETARY                |

The invocation was given by Julie Ballard. Mayor Nelson led the Pledge of Allegiance.

Proclamation was presented for: "National Bible Week."

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

**PUBLIC ADDRESS**

There were no comments.

**ITEM 1:**

- A. Review agenda times for regular meeting and attachments;
- B. Dr. Walter Wendler, President of West Texas A&M University;
- C. Reports and updates from City Councilmembers serving on outside Boards: Beautification and Public Arts Advisory Board; and
- D. Request future agenda items and reports from City Manager.

**CONSENT ACTION ITEMS:**

**ITEM 2:** 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 approve the consent agenda as presented, seconded by Councilmember Sauer:

- A. **MINUTES:**  
Approval of the City Council minutes for the meeting held on November 5, 2019.
- B. **CONSIDERATION OF ORDINANCE NO. 7827:**  
(Contact: Kyle Schniederjan, P.E., Director of Capital Projects & Development)  
This is the second and final reading of an ordinance adopting the City's Community Investment Program (CIP) FY 19/20-FY 23/24 which will guide capital investment decisions for the next five years.
- C. **CONSIDER ACCEPTANCE – HIV PREVENTION GRANT AMENDMENT:**  
(Contact: Casie Stoughton, Public Health Director)  
Grant Amount: \$220,000  
Grantor: Texas Department of State Health Services

This item accepts the award from the Texas Department of State Health Services from January 1, 2020 thru December 31, 2020 to continue funding for the HIV Prevention Program in the public health department.

**D. CONSIDER APPROVAL – AMARILLO AREA FOUNDATION GRANT AWARD TO THE CITY OF AMARILLO:**

(Contact: Juliana Kitten, Director of Community Services)

This item is the acceptance of a grant from the Amarillo Area Foundation in the amount of \$154,237 for the expansion of the Coming Home program.

**E. CONSIDER APPROVAL – CHANGE ORDER #3 FOR THE AIRFIELD LIGHTING UPGRADE PROJECT AT THE RICK HUSBAND AMARILLO INTERNATIONAL AIRPORT:**

(Contact: Michael W. Conner: Director of Aviation)

Original Award to Duke Electric --\$4,105,074.73

Previous Change Orders – (\$11,368.64)

Current Change Order -- \$63,820.00

Revised Total \$4,157,526.09

This change order is needed to replace in-pavement runway lighting conduit that was damaged over the years under the runway pavement at Runway 4/22. The condition was unforeseen at the time of the project design and was not a known condition because it is under the concrete runway pavement. FAA regulations require it to be repaired/replaced to ensure the associated runway light is operational.

**F. CONSIDER AWARD – BLACK DECORATIVE STREET LIGHTS FOR DOWNTOWN PROJECTS:**

(Contact: Trent Davis, Purchasing Agent)

Techline, Inc. -- \$386,815.80

These items are to be considered for award of the black decorative street lights for Downtown projects. These lights are stocked as inventory at the City's Central Stores Facility and will be issued and reimbursed by various entities as needed.

**G. CONSIDER APPROVAL – REPAIR OF BYRON JACKSON MOTORS:**

(Contact: Jonathan Gresham, Director of Utilities)

Smith Pump Company -- \$258,777.00

This item considers approval of repair of four Byron Jackson motors for the Potter County Wellfield.

**H. CONSIDER APPROVAL – AVIATION CLEAR ZONE EASEMENTS:**

(Contact: Cris Valverde, Assistant Director of Planning and Development Services)

- 1) Aviation Clear Zone Easement, being 4,450 feet above mean sea level above the plat of Yucca Addition Unit No. 3, a suburban subdivision to the City of Amarillo, being a unplatted tract of land, in Section 143, Block 2, AB&M Survey, Randall County, Texas.
- 2) Aviation Clear Zone Easement, being 4,800 feet above mean sea level above the plat of Grand Avenue Estates Unit No. 6, a suburban subdivision to the City of Amarillo, being a unplatted tract of land, in Section 143, Block 2, AB&M Survey, Randall County, Texas.
- 3) Aviation Clear Zone Easement, being 3,950 feet above mean sea level above the plat of Eastridge Subdivision Unit No. 46, in Section 104, Block 2, AB&M Survey, Potter County, Texas.
- 4) Aviation Clear Zone Easement, being 3,750 feet above mean sea level above the plat of Centerport Addition Unit No. 9, an addition to the City of Amarillo, being an unplatted tract of land in Section 61, Block 2, AB&M Survey, Potter County, Texas.

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.

**NON-CONSENT ITEMS:**

**ITEM 3A:** Mayor Nelson stated there were several appointments needed for boards and commissions:

Motion was made by Councilmember Smith to reappoint Laura Street to the Amarillo Economic Development Corporation Board of Directors, seconded by Councilmember Hays.

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.

Motion was made by Councilmember Smith to appoint Andrew Hall to replace Brian Bruckner to the Amarillo Economic Development Corporation Board of Directors, seconded by Councilmember Sauer.

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.

Kashion Smith, Convention and Visitor Council stated the need to add more hoteliers to the board for communication and voting members. She stated if the bond passes in May they will need someone to fill the director position who is strong in market growth. She also made several other suggestions in filling this board.

Motion was made by Councilmember Sauer to reappoint Elaine Hays, Vic Ragha to the Convention & Visitor Council Board and seconded by Councilmember Smith.

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.

Motion was made by Councilmember Sauer to appoint Dilan Patel, Mina Patel and Phyllis Nickum to replace Bobby Lee, Jody Reynolds, and John Woodall to the Convention & Visitor Council Board, seconded by Councilmember Smith.

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.

Motion was made by Councilmember Powell to reappoint Mary Bearden, William Biggs, Dean Frigo and Rodney Young, to the Amarillo Hospital District Board of Managers, seconded by Councilmember Sauer.

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.

Motion was made by Councilmember Powell to extend Mary Bearden's term to 3-years on the Amarillo Hospital District, seconded by Councilmember Smith.

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.

Motion was made by Councilmember Powell to appoint Weston Wright to replace Mendi Seymour-Permenter, to the Amarillo Hospital District Board of Managers, seconded by Councilmember Hays.

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.

Motion was made by Councilmember Powell to reappoint Vance Reed to the Amarillo-Potter Events Venue District Board of Directors, seconded by Councilmember Sauer.

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.

Motion was made by Councilmember Sauer to appoint Alberto Rios Mora and Dipakkumar Patel to replace Dean Roper and Paul Christy to the Amarillo-Potter Events Venue District Board of Directors, seconded by Councilmember Hays.

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.

Motion was made by Councilmember Powell to reappoint Claudia Stuart, Matthew Tavern and Alpesh Patel to the Zoning Board of Adjustment, seconded by Councilmember Smith.

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.

Motion was made by Councilmember Powell to reappoint Thomas Devlin, Thomas Hickman, John Denton and Bill Harris to the Airport Advisory Board, seconded by Councilmember Hays. Councilmember Powell revised her motion to reappoint Thomas Devlin, Thomas Hickman, and John Denton to the Airport Advisory Board, seconded by Councilmember Hays.

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.

Motion was made by Councilmember Powell and appoint Chuck Speed and Kevin Golden to replace Ralph Pedigo and Bill Harris to the Airport Advisory Board, seconded by Councilmember Sauer.

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.

Motion was made by Councilmember Hays to appoint Sterling McKinney and Denise Chesnut to replace Sonja Gross and James Breeden to the Beautification and Public Arts Advisory Board, seconded by Councilmember Powell.

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.

Motion was made by Councilmember Powell to reappoint John Attebury to the East Gateway Tax Increment Reinvestment Zone Number Two Board of Directors, seconded by Councilmember Sauer.

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.

Motion was made by Councilmember Powell to appoint Jashmin D. Patel to replace Jeremi Young to the East Gateway Tax Increment Reinvestment Zone Number Two Board of Directors, seconded by Councilmember Sauer.

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.

Motion was made by Councilmember Powell to reappoint Howard Smith, Blair Snow, Michael Graham, John Ryan Zimmer, Roger Gloe on the Environmental Task Force, seconded by Councilmember Hays.

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.

Motion was made by Councilmember Powell to appoint Adam Schaer, Tim Dillon and David Moody to replace Charlie Graham, John Kiehl and Mindy Odom on the Environmental Task Force, seconded by Councilmember Hays.

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.

Motion was made by Councilmember Powell to appoint Aaron D. Pan and Shawn D. Read to replace Joy Brenneman and Cullen Lutz on the Library Advisory Board, seconded by Councilmember Sauer.

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.

Motion was made by Councilmember Powell to appoint Tiffany Podzemny and Angela S. Harney to replace Terry Easterling and William Chafin on the Parks and Recreation Board, seconded by Councilmember Smith.

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.

Motion was made by Councilmember Powell to reappoint Howard Smith, Tim Ingalls, Joe Chris Rodriguez, Steve Rogers, and Ed Commons on the Pedestrian and Bicycle Safety Advisory Committee, seconded by Councilmember Sauer.

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.

Motion was made by Councilmember Hays to appoint Michael Padilla to the staff position to replace David Szmagalski on the Pedestrian and Bicycle Safety Advisory Committee, seconded by Councilmember Powell.

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.

Motion was made by Councilmember Powell to appoint Terri Guengerich to remove and fill the remainder of Joseph MacInnis' term which ends on December 31, 2021 on the Pedestrian and Bicycle Safety Advisory Committee, seconded by Councilmember Smith.

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 left the meeting at this time.

Motion was made by Councilmember Sauer to reappoint Alonzo Everhart to the Traffic Advisory Board, seconded by Councilmember Smith.

Voting AYE were Councilmembers Hays, Powell, Sauer and Smith; voting NO were none; the motion carried by a 4:0 vote of the Council.

Motion was made by Councilmember Hays to appoint Roger Cox to replace Barbara Richardson on the Traffic Advisory Board, seconded by Councilmember Smith.

Voting AYE were Councilmembers Hays, Powell, Sauer and Smith; voting NO were none; the motion carried by a 4:0 vote of the Council.

Motion was made by Councilmember Sauer, to reappoint Bruce Moseley to the Advisory Committee for People with Disabilities, seconded by Councilmember Hays.

Voting AYE were Councilmembers Hays, Powell, Sauer and Smith; voting NO were none; the motion carried by a 4:0 vote of the Council.

Motion was made by Councilmember Hays, to appoint Alison Ramos and James P Clemmer to replace Vicki Line and Richard Wagner to the Advisory Committee for People with Disabilities, seconded by Councilmember Sauer.

Voting AYE were Councilmembers Hays, Powell, Sauer and Smith; voting NO were none; the motion carried by a 4:0 vote of the Council.

Motion was made by Councilmember Sauer to reappoint Belinda Taylor to the Bi-City-County Public Health Board, seconded by Councilmember Hays.

Voting AYE were Councilmembers Hays, Powell, Sauer and Smith; voting NO were none; the motion carried by a 4:0 vote of the Council.

Motion was made by Councilmember Sauer to appoint Alan Cox to replace Steve Pair as a voting member on the Board of Review for Landmarks, Historic Districts, and Downtown Design, seconded by Councilmember Smith.

Voting AYE were Councilmembers Hays, Powell, Sauer and Smith; voting NO were none; the motion carried by a 4:0 vote of the Council.

Motion was made by Councilmember Smith to appoint Gregg Bliss as an alternate on the Board of Review for Landmarks, Historic Districts, and Downtown Design, seconded by Councilmember Sauer.

Voting AYE were Councilmembers Hays, Powell, Sauer and Smith; voting NO were none; the motion carried by a 4:0 vote of the Council.

Motion was made by Councilmember Sauer to reappoint William Hallerberg to the Canadian River Municipal Water Authority Board, seconded by Councilmember Smith.

Voting AYE were Councilmembers Hays, Powell, Sauer and Smith; voting NO were none; the motion carried by a 4:0 vote of the Council.

Motion was made by Councilmember Smith to appoint Roy Urrutia to replace Lenny Sadler to the Canadian River Municipal Water Authority Board, seconded by Councilmember Hays.

Voting AYE were Councilmembers Hays, Powell, Sauer and Smith; voting NO were none; the motion carried by a 4:0 vote of the Council.

Motion was made by Councilmember Hays to reappoint Jeff Bryant and Richard Constancio to the Construction Advisory and Appeals Board, seconded by Councilmember Sauer.

Voting AYE were Councilmembers Hays, Powell, Sauer and Smith; voting NO were none; the motion carried by a 4:0 vote of the Council.

Motion was made by Councilmember Sauer to reappoint Frank Wilburn and George Cumming as an alternate to the Condemnation Appeals Commission, seconded by Councilmember Smith.

Voting AYE were Councilmembers Hays, Powell, Sauer and Smith; voting NO were none; the motion carried by a 4:0 vote of the Council.

Motion was made by Councilmember Hays to table this board appointment for the Community Development Advisory Committee until further notice, seconded by Councilmember Sauer.

Voting AYE were Councilmembers Hays, Powell, Sauer and Smith; voting NO were none; the motion carried by a 4:0 vote of the Council.

Motion was made by Councilmember Smith to reappoint Jared Miller, Michelle Bonner, Elaine Hays, Eddy Sauer and Laura Street to the Council Audit Committee, seconded by Councilmember Sauer.

Voting AYE were Councilmembers Hays, Powell, Sauer and Smith; voting NO were none; the motion carried by a 4:0 vote of the Council.

Motion was made by Councilmember Hays to appoint Clay Allen to replace Matt Brister to the Colonies Public Improvement District Advisory Board with a new three-year term, seconded by Councilmember Sauer.

Voting AYE were Councilmembers Hays, Powell, Sauer and Smith; voting NO were none; the motion carried by a 4:0 vote of the Council.

Motion was made by Councilmember Sauer to reappoint Kim Dryden and Stephen Carter to the Greenways Public Improvement District Advisory Board, seconded by Councilmember Hays.

Voting AYE were Councilmembers Hays, Powell, Sauer and Smith; voting NO were none; the motion carried by a 4:0 vote of the Council.

Motion was made by Councilmember Hays to appoint Marc Franklin, Cleve Turner and Wendell Davies to the Pinnacle Public Improvement District Advisory Board, seconded by Councilmember Sauer.

Voting AYE were Councilmembers Hays, Powell, Sauer and Smith; voting NO were none;

the motion carried by a 4:0 vote of the Council.

Motion was made by Councilmember Sauer to reappoint Kris Culp to the Quail Creek Public Improvement District Advisory Board, seconded by Councilmember Smith.

Voting AYE were Councilmembers Hays, Powell, Sauer and Smith; voting NO were none; the motion carried by a 4:0 vote of the Council.

Motion was made by Councilmember Hays to appoint Tiffany Hooker to replace Seth Havens on the Town Square Public Improvement District Advisory Board, seconded by Councilmember Sauer.

Voting AYE were Councilmembers Hays, Powell, Sauer and Smith; voting NO were none; the motion carried by a 4:0 vote of the Council.

Motion was made by Councilmember Hays to table the appointments on the Amarillo Housing Finance Corporation Board of Directors for a later date not specified, seconded by Councilmember Sauer.

Voting AYE were Councilmembers Hays, Powell, Sauer and Smith; voting NO were none; the motion carried by a 4:0 vote of the Council.

Motion was made by Councilmember Hays to table the appointments on the Texas Panhandle Centers for a later date not specified, seconded by Councilmember Sauer.

Voting AYE were Councilmembers Hays, Powell, Sauer and Smith; voting NO were none; the motion carried by a 4:0 vote of the Council.

ATTEST:

\_\_\_\_\_  
Frances Hibbs, City Secretary

\_\_\_\_\_  
Ginger Nelson, Mayor

B

# Amarillo City Council Agenda Transmittal Memo



|                     |   |                         |                        |
|---------------------|---|-------------------------|------------------------|
| <b>Meeting Date</b> | December 3, 2019                        | <b>Council Priority</b> | Transportation Systems |
| <b>Department</b>   | Aviation                                |                         |                        |
| <b>Contact</b>      | Michael W. Conner: Director of Aviation |                         |                        |

### Agenda Caption

**CONSIDER – APPROVAL OF RS&H, INC. TASK ORDER #44, CONCEPTUAL DESIGN AND COST/BENEFIT/ FUNDING ANALYSIS FOR A GENERAL AVIATION US CUSTOMS FACILITY AT THE RICK HUSBAND AMARILLO INTERNATIONAL AIRPORT.**

### Agenda Item Summary

This item is for design/engineering of a conceptual design and a feasibility cost/benefit study to possibly construct a general aviation US Customs Facility at the Airport to meet the new US Customs and Border Protection facility standards.

### Requested Action

Please approve this Task Order #44. After the conceptual design and study are complete, City Management will be asked to decide whether or not to proceed with a full design and construction effort based upon whether they believe it is in the best interest of the City and the Airport.

### Funding Summary

Funding will be from the Professional Services line item of the Airport's Operational Budget.

### Community Engagement Summary

N/A – However, if this project is approved, the project itself will include community engagement efforts that will be utilized in the full design and construction project if the City Management decides to move forward with that additional project phase.

### Staff Recommendation

Airport staff recommends approval of this Task Order #44.



RS&H Project No. 2270247.044  
Short Title: GAF – Pre-Design  
Effective Date: November 4, 2019

RS

**TASK ORDER NO. 44**

RS&H, INC., a Florida corporation (hereinafter "Consultant") agrees to perform and complete the following work (hereinafter "Work") for the City of Amarillo, Texas (hereinafter "City") which owns and operates Rick Husband Amarillo International Airport (hereinafter "Client"), in accordance with the terms and conditions of the Master Consulting Service Agreement, dated December 8, 2014, all of which terms and conditions are incorporated herein by reference.

**Project Location**

Rick Husband Amarillo International Airport ("AMA" or "Airport")

**Project Description / Scope of Services**

This Project consists of preliminary conceptual design and programming efforts associated with the construction of a General Aviation/Customs Facility (GAF) at AMA. These efforts include a cost/benefit and funding analysis as well as coordination workshops with stakeholders including CBP to determine facility requirements. A complete description of the scope of services is described in Exhibit A – Attachment A, which is made a part hereof.

**Deliverables**

The full scope of deliverables is described in Exhibit A – Attachment A, which is made a part hereof.

**Compensation Terms**

The method of payment shall be Lump Sum. The total compensation shall be as outlined below for services described in Exhibit A – Attachment B. Breakdown for tasks is as follows:

| TASK               | CONTRACT VALUE     |
|--------------------|--------------------|
| TASK 1: Pre-Design | \$86,793.24        |
| <b>TOTAL</b>       | <b>\$86,793.24</b> |

**Schedule**

Schedule shall be as described in Exhibit A – Attachment A, which is made a part hereof.

**CLIENT  
CITY OF AMARILLO, TEXAS**

**CONSULTANT  
RS&H, INC.**

By: \_\_\_\_\_

DocuSigned by:  
*St M. Cream*  
By: \_\_\_\_\_  
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Typed Name: \_\_\_\_\_

Typed Name: Steve Creamer

Title: \_\_\_\_\_

Title: Vice President

Attest: \_\_\_\_\_

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*Melanie Nichols*  
Attest: \_\_\_\_\_  
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Typed Name: Frances Hibbs

Typed Name: Melanie L. Nichols

Title: City Secretary  
[CORPORATE SEAL]

Title: Asst. Corporate Secretary  
[CORPORATE SEAL]



C

# Amarillo City Council Agenda Transmittal Memo



|                     |  |                         |                           |
|---------------------|--|-------------------------|---------------------------|
| <b>Meeting Date</b> | 12/03/2019                                     | <b>Council Priority</b> | Best Management Practices |
| <b>Department</b>   | Hollywood Road Water Reclamation Plant - 52270 |                         |                           |
| <b>Contact</b>      | Jonathan Gresham – Director of Water Utilities |                         |                           |

## Agenda Caption

CONSIDER AWARD – Bid #6546 Cationic Polymer Annual Contract

Sterling Water Technologies: \$52,125.60

## Agenda Item Summary

Bid #6546

This annual contract is for Hollywood Road Water Reclamation Plant. The polymer is used to coagulate the 3% solids from the digester at the belt filter presses to greater than 20% solids as required by the Texas Commission on Environmental Quality (TCEQ) to haul the solids and dispose in the landfill.

## Requested Action

Consider approval of the award to Sterling Water Technologies in the amount of \$52,125.60

## Funding Summary

Funding is available in inventory account # 52270.51350

## Community Engagement Summary

N/A

## Staff Recommendation

Utilities staff recommends the approval of the requested items.

Bid No. 6546 CATIONIC POLYMER ANNUAL CONTRACT  
 Opened 4:00 p.m. August 29, 2019

| To be awarded as one lot  | STERLING WATER TECHNOLOGIES | ATLANTIC COAST POLYMER | POLYDYNE INC      |
|---|-----------------------------|------------------------|-------------------|
| <b>LOT 1</b>  |                             |                        |                   |
| Line 1 Cationic Polymer, Harness Control<br>Chemicals, per specifications |                             |                        |                   |
| 24,000 lb   |                             |                        |                   |
| Unit Price  | \$2.172                     | \$1.790                | \$1.940           |
| Extended Price  | 52,125.60                   | 42,960.00              | 46,560.00         |
| <b>LOT 2</b>  |                             |                        |                   |
| Line 2 Bulk Polymer, Polymer Flocculants,<br>per specifications           |                             |                        |                   |
| 125,800 lb  |                             |                        |                   |
| Unit Price  |                             |                        | \$1.750           |
| Extended Price  | -                           | -                      | 220,150.00        |
| <b>Bid Total</b>  | <b>52,125.60</b>            | <b>42,960.00</b>       | <b>266,710.00</b> |
| Award by Vendor   | 52,125.60                   | Does NOT Meet Spec's   |                   |

D

# Amarillo City Council Agenda Transmittal Memo



|                     |  |                         |   |
|---------------------|--|-------------------------|---|
| <b>Meeting Date</b> | 12/03/2019                                 | <b>Council Priority</b> | Longterm Plan for Infrastructure/Highly Educated Population |
| <b>Department</b>   | Capital Projects & Development Engineering |                         |   |
| <b>Contact</b>      | Matt Thomas, City Engineer                 |                         |   |

## Agenda Caption

CONSIDER: Change Order No. 4, Job 530009, Bid 6224, Northwest Interceptor.

|                         |                  |
|-------------------------|------------------|
| McKee Utility, Inc:     | \$150,000.00     |
| Original Contract:      | \$ 10,650,000.00 |
| Current Change Order:   | \$ 150,000.00    |
| Previous Change Orders: | \$ 178,484.25    |
| Revised Contract Total: | \$ 10,978,484.25 |

The change order includes the construction of a sewer main extension needed to serve the development of the Texas Tech University Veterinary School and other future development near Evans Drive. This proposed change order will take advantage of an existing contractor working in the area on the outfall main that this line ties into. This will provide a more efficient and cost effective project by reducing mobilization cost and time. Additionally, with the installation of this main, the City will be able to collect frontage fees from other future developments served by this main.

## Agenda Item Summary

## Requested Action

Consider approval of Change Order No. 4 for execution by the City Manager.

## Funding Summary

Funding for the job was approved in the FY16/17 CIP, as well as previous years' budgets. This change order is being funded from savings presented and approved by City Council on October 8, 2019.

## Community Engagement Summary

The work included in this change order has minimal impact on the community. City staff and its contractor have had extensive coordination with individual affected landowners including Texas Tech University and their engineer, and will continue to do so as the project progresses.

## Staff Recommendation

Staff is recommending approval and execution of Change Order No. 4.

| To be awarded as one lot  | McKee Utility Contractors | Thalle Construction Co Inc | Utility Contractors of America | Spiess Construction Co Inc | FlatIron Constructors Inc | MH Civil Constructors Inc | SJ Louis Construction of Texas |
|---|---------------------------|----------------------------|--------------------------------|----------------------------|---------------------------|---------------------------|--------------------------------|
| Line 1 Mobilization, Bonding and Insurance, per specifications  |                           |                            |                                |                            |                           |                           |                                |
| 1 LS  |                           |                            |                                |                            |                           |                           |                                |
| Unit Price  | \$411,668.000             | \$500,000.00               | \$540,000.000                  | \$550,000.00               | \$650,000.00              | \$485,109.00              | \$650,000.00                   |
| Extended Price  | 411,668.00                | 500,000.00                 | 540,000.00                     | 550,000.00                 | 650,000.00                | 485,109.00                | 650,000.00                     |
| Line 2 Site Preparation, per specifications   |                           |                            |                                |                            |                           |                           |                                |
| 1 LS  |                           |                            |                                |                            |                           |                           |                                |
| Unit Price  | \$420,000.000             | \$300,000.00               | \$30,000.000                   | \$100,000.00               | \$525,000.00              | \$42,000.00               | \$650,000.00                   |
| Extended Price  | 420,000.00                | 300,000.00                 | 30,000.00                      | 100,000.00                 | 525,000.00                | 42,000.00                 | 650,000.00                     |
| Line 3 Traffic Control, per specifications  |                           |                            |                                |                            |                           |                           |                                |
| 1 LS  |                           |                            |                                |                            |                           |                           |                                |
| Unit Price  | \$5,000.000               | \$1,500.00                 | \$7,500.000                    | \$40,000.00                | \$25,000.00               | \$15,000.00               | \$50,000.00                    |
| Extended Price  | 5,000.00                  | 1,500.00                   | 7,500.00                       | 40,000.00                  | 25,000.00                 | 15,000.00                 | 50,000.00                      |
| Line 4 Temporary Erosion Sedimentation and Water Pollution Prevention and Control, per specifications |                           |                            |                                |                            |                           |                           |                                |
| 1 LS  |                           |                            |                                |                            |                           |                           |                                |
| Unit Price  | \$40,000.000              | \$5,000.00                 | \$40,000.000                   | \$80,000.00                | \$45,000.00               | \$72,000.00               | \$30,000.00                    |
| Extended Price  | 40,000.00                 | 5,000.00                   | 40,000.00                      | 80,000.00                  | 45,000.00                 | 72,000.00                 | 30,000.00                      |
| Line 5 Seeding and Grade Repair, per specifications   |                           |                            |                                |                            |                           |                           |                                |
| 278,700 SY  |                           |                            |                                |                            |                           |                           |                                |
| Unit Price  | \$0.250                   | \$0.25                     | \$0.470                        | \$0.50                     | \$0.48                    | \$1.00                    | \$0.82                         |
| Extended Price  | 69,675.00                 | 69,675.00                  | 130,989.00                     | 139,350.00                 | 133,776.00                | 278,700.00                | 228,534.00                     |
| Line 6 Temporary Bypass Pumping, per specifications   |                           |                            |                                |                            |                           |                           |                                |
| 1 LS  |                           |                            |                                |                            |                           |                           |                                |
| Unit Price  | \$50,000.000              | \$1.00                     | \$20,000.000                   | \$50,000.00                | \$30,000.00               | \$36,000.00               | \$366,000.00                   |
| Extended Price  | 50,000.00                 | 1.00                       | 20,000.00                      | 50,000.00                  | 30,000.00                 | 36,000.00                 | 366,000.00                     |
| Line 7 Miscellaneous (Gates, Fence Repair), per specifications  |                           |                            |                                |                            |                           |                           |                                |
| 1 LS  |                           |                            |                                |                            |                           |                           |                                |
| Unit Price  | \$50,000.000              | \$7,500.00                 | \$15,000.000                   | \$27,000.00                | \$50,000.00               | \$73,000.00               | \$19,000.00                    |
| Extended Price  | 50,000.00                 | 7,500.00                   | 15,000.00                      | 27,000.00                  | 50,000.00                 | 73,000.00                 | 19,000.00                      |

| To be awarded as one lot   | McKee Utility Contractors | Thalle Construction Co Inc | Utility Contractors of America | Spiess Construction Co Inc | FlatIron Constructors Inc | MH Civil Constructors Inc | SJ Louis Construction of Texas |
|--|---------------------------|----------------------------|--------------------------------|----------------------------|---------------------------|---------------------------|--------------------------------|
| Line 8 Lift Station 40 Access Road, per specifications                       |                           |                            |                                |                            |                           |                           |                                |
| 6,950 SY   |                           |                            |                                |                            |                           |                           |                                |
| Unit Price   | \$10.000                  | \$20.00                    | \$9.000                        | \$10.00                    | \$15.00                   | \$20.00                   | \$21.00                        |
| Extended Price   | 69,500.00                 | 139,000.00                 | 62,550.00                      | 69,500.00                  | 104,250.00                | 139,000.00                | 145,950.00                     |
| Line 9 42" Dia FRP Sewer Pipe (Open Cut, 0'-6' Depth), per specifications    |                           |                            |                                |                            |                           |                           |                                |
| 396 LF   |                           |                            |                                |                            |                           |                           |                                |
| Unit Price   | \$230.000                 | \$350.00                   | \$250.000                      | \$230.00                   | \$370.00                  | \$294.00                  | \$316.00                       |
| Extended Price   | 91,080.00                 | 138,600.00                 | 99,000.00                      | 91,080.00                  | 146,520.00                | 116,424.00                | 125,136.00                     |
| Line 10 42" Dia FRP Sewer Pipe (Open Cut, 6'-8' Depth), per specifications   |                           |                            |                                |                            |                           |                           |                                |
| 308 LF   |                           |                            |                                |                            |                           |                           |                                |
| Unit Price   | \$235.000                 | \$350.00                   | \$252.000                      | \$240.00                   | \$380.00                  | \$294.00                  | \$316.00                       |
| Extended Price   | 72,380.00                 | 107,800.00                 | 77,616.00                      | 73,920.00                  | 117,040.00                | 90,552.00                 | 97,328.00                      |
| Line 11 42" Dia FRP Sewer Pipe (Open Cut, 8'-10' Depth), per specifications  |                           |                            |                                |                            |                           |                           |                                |
| 250 LF   |                           |                            |                                |                            |                           |                           |                                |
| Unit Price   | \$240.000                 | \$350.00                   | \$254.000                      | \$260.00                   | \$390.00                  | \$302.00                  | \$316.00                       |
| Extended Price   | 60,000.00                 | 87,500.00                  | 63,500.00                      | 65,000.00                  | 97,500.00                 | 75,500.00                 | 79,000.00                      |
| Line 12 42" Dia FRP Sewer Pipe (Open Cut, 10'-12' Depth), per specifications |                           |                            |                                |                            |                           |                           |                                |
| 759 LF   |                           |                            |                                |                            |                           |                           |                                |
| Unit Price   | \$245.000                 | \$350.00                   | \$256.000                      | \$265.00                   | \$400.00                  | \$302.00                  | \$316.00                       |
| Extended Price   | 185,955.00                | 265,650.00                 | 194,304.00                     | 201,135.00                 | 303,600.00                | 229,218.00                | 239,844.00                     |
| Line 13 42" Dia FRP Sewer Pipe (Open Cut, 12'-14" Depth), per specifications |                           |                            |                                |                            |                           |                           |                                |
| 350 LF   |                           |                            |                                |                            |                           |                           |                                |
| Unit Price   | \$250.000                 | \$350.00                   | \$258.000                      | \$270.00                   | \$410.00                  | \$312.00                  | \$316.00                       |
| Extended Price   | 87,500.00                 | 122,500.00                 | 90,300.00                      | 94,500.00                  | 143,500.00                | 109,200.00                | 110,600.00                     |
| Line 14 36" Dia FRP Sewer Pipe (Open Cut, 0'-6' Depth), per specifications   |                           |                            |                                |                            |                           |                           |                                |
| 286 LF   |                           |                            |                                |                            |                           |                           |                                |
| Unit Price   | \$210.000                 | \$300.00                   | \$220.000                      | \$205.00                   | \$360.00                  | \$251.00                  | \$290.00                       |
| Extended Price   | 60,060.00                 | 85,800.00                  | 62,920.00                      | 58,630.00                  | 102,960.00                | 71,786.00                 | 82,940.00                      |

| To be awarded as one lot  | McKee Utility Contractors | Thalle Construction Co Inc | Utility Contractors of America | Spiess Construction Co Inc | FlatIron Constructors Inc | MH Civil Constructors Inc | SJ Louis Construction of Texas |
|---|---------------------------|----------------------------|--------------------------------|----------------------------|---------------------------|---------------------------|--------------------------------|
| Line 15 36" Dia FRP Sewer Pipe<br>(Open Cut, 6'-8' Depth), per specifications   |                           |                            |                                |                            |                           |                           |                                |
| 185 LF  |                           |                            |                                |                            |                           |                           |                                |
| Unit Price  | \$215.000                 | \$300.00                   | \$222.000                      | \$215.00                   | \$370.00                  | \$251.00                  | \$290.00                       |
| Extended Price  | 39,775.00                 | 55,500.00                  | 41,070.00                      | 39,775.00                  | 68,450.00                 | 46,435.00                 | 53,650.00                      |
| Line 16 36" Dia FRP Sewer Pipe<br>(Open Cut, 8'-10' Depth), per specifications  |                           |                            |                                |                            |                           |                           |                                |
| 791 LF  |                           |                            |                                |                            |                           |                           |                                |
| Unit Price  | \$220.000                 | \$300.00                   | \$224.000                      | \$235.00                   | \$380.00                  | \$259.00                  | \$290.00                       |
| Extended Price  | 174,020.00                | 237,300.00                 | 177,184.00                     | 185,885.00                 | 300,580.00                | 204,869.00                | 229,390.00                     |
| Line 17 30" Dia FRP Sewer Pipe<br>(Open Cut, 0'-6' Depth), per specifications   |                           |                            |                                |                            |                           |                           |                                |
| 275 LF  |                           |                            |                                |                            |                           |                           |                                |
| Unit Price  | \$200.000                 | \$185.00                   | \$190.000                      | \$183.00                   | \$220.00                  | \$218.00                  | \$267.00                       |
| Extended Price  | 55,000.00                 | 50,875.00                  | 52,250.00                      | 50,325.00                  | 60,500.00                 | 59,950.00                 | 73,425.00                      |
| Line 18 30" Dia FRP Sewer Pipe<br>(Open Cut, 6'-8' Depth), per specifications   |                           |                            |                                |                            |                           |                           |                                |
| 892 LF  |                           |                            |                                |                            |                           |                           |                                |
| Unit Price  | \$205.000                 | \$185.00                   | \$192.000                      | \$190.00                   | \$230.00                  | \$218.00                  | \$267.00                       |
| Extended Price  | 182,860.00                | 165,020.00                 | 171,264.00                     | 169,480.00                 | 205,160.00                | 194,456.00                | 238,164.00                     |
| Line 19 30" Dia FRP Sewer Pipe<br>(Open Cut, 8'-10' Depth), per specifications  |                           |                            |                                |                            |                           |                           |                                |
| 2,115 LF  |                           |                            |                                |                            |                           |                           |                                |
| Unit Price  | \$210.000                 | \$185.00                   | \$194.000                      | \$200.00                   | \$240.00                  | \$226.00                  | \$267.00                       |
| Extended Price  | 444,150.00                | 391,275.00                 | 410,310.00                     | 423,000.00                 | 507,600.00                | 477,990.00                | 564,705.00                     |
| Line 20 30" Dia FRP Sewer Pipe<br>(Open Cut, 10'-12" Depth), per specifications |                           |                            |                                |                            |                           |                           |                                |
| 1,685 LF  |                           |                            |                                |                            |                           |                           |                                |
| Unit Price  | \$215.000                 | \$185.00                   | \$196.000                      | \$210.00                   | \$250.00                  | \$226.00                  | \$267.00                       |
| Extended Price  | 362,275.00                | 311,725.00                 | 330,260.00                     | 353,850.00                 | 421,250.00                | 380,810.00                | 449,895.00                     |
| Line 21 30" Dia FRP Sewer Pipe<br>(Open Cut, 12'-14' Depth), per specifications |                           |                            |                                |                            |                           |                           |                                |
| 3,317 LF  |                           |                            |                                |                            |                           |                           |                                |
| Unit Price  | \$220.000                 | \$185.00                   | \$198.000                      | \$220.00                   | \$260.00                  | \$236.00                  | \$267.00                       |
| Extended Price  | 729,740.00                | 613,645.00                 | 656,766.00                     | 729,740.00                 | 862,420.00                | 782,812.00                | 885,639.00                     |

| To be awarded as one lot  | McKee Utility Contractors | Thalle Construction Co Inc | Utility Contractors of America | Spiess Construction Co Inc | FlatIron Constructors Inc | MH Civil Constructors Inc | SJ Louis Construction of Texas |
|---|---------------------------|----------------------------|--------------------------------|----------------------------|---------------------------|---------------------------|--------------------------------|
| Line 22 30" Dia FRP Sewer Pipe<br>(Open Cut,14'-16' Depth), per specifications  |                           |                            |                                |                            |                           |                           |                                |
| 1,820 LF  |                           |                            |                                |                            |                           |                           |                                |
| Unit Price  | \$225.000                 | \$185.00                   | \$200.000                      | \$230.00                   | \$265.00                  | \$236.00                  | \$267.00                       |
| Extended Price  | 409,500.00                | 336,700.00                 | 364,000.00                     | 418,600.00                 | 482,300.00                | 429,520.00                | 485,940.00                     |
| Line 23 30" Dia FRP Sewer Pipe<br>(Open Cut, 16'-18' Depth), per specifications |                           |                            |                                |                            |                           |                           |                                |
| 707 LF  |                           |                            |                                |                            |                           |                           |                                |
| Unit Price  | \$230.000                 | \$185.00                   | \$202.000                      | \$240.00                   | \$275.00                  | \$249.00                  | \$267.00                       |
| Extended Price  | 162,610.00                | 130,795.00                 | 142,814.00                     | 169,680.00                 | 194,425.00                | 176,043.00                | 188,769.00                     |
| Line 24 30" Dia FRP Sewer Pipe<br>(Open Cut,18'-20" Depth), per specifications  |                           |                            |                                |                            |                           |                           |                                |
| 805 LF  |                           |                            |                                |                            |                           |                           |                                |
| Unit Price  | \$235.000                 | \$185.00                   | \$205.000                      | \$250.00                   | \$285.00                  | \$249.00                  | \$267.00                       |
| Extended Price  | 189,175.00                | 148,925.00                 | 165,025.00                     | 201,250.00                 | 229,425.00                | 200,445.00                | 214,935.00                     |
| Line 25 30" Dia FRP Sewer Pipe<br>(Open Cut,20'-22' Depth), per specifications  |                           |                            |                                |                            |                           |                           |                                |
| 425 LF  |                           |                            |                                |                            |                           |                           |                                |
| Unit Price  | \$240.000                 | \$185.00                   | \$210.000                      | \$260.00                   | \$295.00                  | \$277.00                  | \$267.00                       |
| Extended Price  | 102,000.00                | 78,625.00                  | 89,250.00                      | 110,500.00                 | 125,375.00                | 117,725.00                | 113,475.00                     |
| Line 26 30" Dia FRP Sewer Pipe<br>(Open Cut, 22'-24' Depth), per specifications |                           |                            |                                |                            |                           |                           |                                |
| 392 LF  |                           |                            |                                |                            |                           |                           |                                |
| Unit Price  | \$245.000                 | \$185.00                   | \$215.000                      | \$270.00                   | \$370.00                  | \$277.00                  | \$267.00                       |
| Extended Price  | 96,040.00                 | 72,520.00                  | 84,280.00                      | 105,840.00                 | 145,040.00                | 108,584.00                | 104,664.00                     |
| Line 27 30" Dia FRP Sewer Pipe<br>(Open Cut,24'-26' Depth), per specifications  |                           |                            |                                |                            |                           |                           |                                |
| 185 LF  |                           |                            |                                |                            |                           |                           |                                |
| Unit Price  | \$250.000                 | \$185.00                   | \$220.000                      | \$280.00                   | \$370.00                  | \$277.00                  | \$267.00                       |
| Extended Price  | 46,250.00                 | 34,225.00                  | 40,700.00                      | 51,800.00                  | 68,450.00                 | 51,245.00                 | 49,395.00                      |
| Line 28 30" Dia FRP Sewer Pipe<br>(Open Cut, 26'-28' Depth), per specifications |                           |                            |                                |                            |                           |                           |                                |
| 244 LF  |                           |                            |                                |                            |                           |                           |                                |
| Unit Price  | \$255.000                 | \$185.00                   | \$230.000                      | \$290.00                   | \$370.00                  | \$301.00                  | \$267.00                       |
| Extended Price  | 62,220.00                 | 45,140.00                  | 56,120.00                      | 70,760.00                  | 90,280.00                 | 73,444.00                 | 65,148.00                      |



| To be awarded as one lot  | McKee Utility Contractors | Thalle Construction Co Inc | Utility Contractors of America | Spiess Construction Co Inc | FlatIron Constructors Inc | MH Civil Constructors Inc | SJ Louis Construction of Texas |
|---|---------------------------|----------------------------|--------------------------------|----------------------------|---------------------------|---------------------------|--------------------------------|
| Line 29 30" Dia FRP Sewer Pipe<br>(Open Cut, 28'-30' Depth), per specifications |                           |                            |                                |                            |                           |                           |                                |
| 295 LF  |                           |                            |                                |                            |                           |                           |                                |
| Unit Price  | \$260.000                 | \$185.00                   | \$240.000                      | \$300.00                   | \$370.00                  | \$301.00                  | \$267.00                       |
| Extended Price  | 76,700.00                 | 54,575.00                  | 70,800.00                      | 88,500.00                  | 109,150.00                | 88,795.00                 | 78,765.00                      |
| Line 30 30" Dia FRP Sewer Pipe<br>(Open Cut, 30'-32' Depth), per specifications |                           |                            |                                |                            |                           |                           |                                |
| 192 LF  |                           |                            |                                |                            |                           |                           |                                |
| Unit Price  | \$265.000                 | \$185.00                   | \$255.000                      | \$310.00                   | \$370.00                  | \$337.00                  | \$267.00                       |
| Extended Price  | 50,880.00                 | 35,520.00                  | 48,960.00                      | 59,520.00                  | 71,040.00                 | 64,704.00                 | 51,264.00                      |
| Line 31 30" Dia FRP Sewer Pipe<br>(Open Cut, 32'-34' Depth), per specifications |                           |                            |                                |                            |                           |                           |                                |
| 156 LF  |                           |                            |                                |                            |                           |                           |                                |
| Unit Price  | \$270.000                 | \$185.00                   | \$270.000                      | \$330.00                   | \$370.00                  | \$337.00                  | \$267.00                       |
| Extended Price  | 42,120.00                 | 28,860.00                  | 42,120.00                      | 51,480.00                  | 57,720.00                 | 52,572.00                 | 41,652.00                      |
| Line 32 30" Dia FRP Sewer Pipe<br>(Open Cut, 34'-36' Depth), per specifications |                           |                            |                                |                            |                           |                           |                                |
| 161 LF  |                           |                            |                                |                            |                           |                           |                                |
| Unit Price  | \$275.000                 | \$185.00                   | \$300.000                      | \$355.00                   | \$370.00                  | \$398.00                  | \$267.00                       |
| Extended Price  | 44,275.00                 | 29,785.00                  | 48,300.00                      | 57,155.00                  | 59,570.00                 | 64,078.00                 | 42,987.00                      |
| Line 33 30" Dia FRP Sewer Pipe<br>(Open Cut, 36'-38' Depth), per specifications |                           |                            |                                |                            |                           |                           |                                |
| 87 LF   |                           |                            |                                |                            |                           |                           |                                |
| Unit Price  | \$280.000                 | \$185.00                   | \$325.000                      | \$360.00                   | \$370.00                  | \$519.00                  | \$267.00                       |
| Extended Price  | 24,360.00                 | 16,095.00                  | 28,275.00                      | 31,320.00                  | 32,190.00                 | 45,153.00                 | 23,229.00                      |
| Line 34 24" Dia FRP Sewer Pipe<br>(Open Cut, 0'-6' Depth), per specifications   |                           |                            |                                |                            |                           |                           |                                |
| 36 LF   |                           |                            |                                |                            |                           |                           |                                |
| Unit Price  | \$200.000                 | \$185.00                   | \$188.000                      | \$168.00                   | \$250.00                  | \$187.00                  | \$248.00                       |
| Extended Price  | 7,200.00                  | 6,660.00                   | 6,768.00                       | 6,048.00                   | 9,000.00                  | 6,732.00                  | 8,928.00                       |
| Line 35 24" Dia FRP Sewer Pipe<br>(Open Cut, 6'-8' Depth), per specifications   |                           |                            |                                |                            |                           |                           |                                |
| 31 LF   |                           |                            |                                |                            |                           |                           |                                |
| Unit Price  | \$205.000                 | \$175.00                   | \$190.000                      | \$178.00                   | \$260.00                  | \$187.00                  | \$248.00                       |
| Extended Price  | 6,355.00                  | 5,425.00                   | 5,890.00                       | 5,518.00                   | 8,060.00                  | 5,797.00                  | 7,688.00                       |

| To be awarded as one lot  | McKee Utility Contractors | Thalle Construction Co Inc | Utility Contractors of America | Spiess Construction Co Inc | FlatIron Constructors Inc | MH Civil Constructors Inc | SJ Louis Construction of Texas |
|---|---------------------------|----------------------------|--------------------------------|----------------------------|---------------------------|---------------------------|--------------------------------|
| Line 36 24" Dia FRP Sewer Pipe<br>(Open Cut, 8'-10' Depth), per specifications  |                           |                            |                                |                            |                           |                           |                                |
| 74 LF   |                           |                            |                                |                            |                           |                           |                                |
| Unit Price  | \$210.000                 | \$175.00                   | \$192.000                      | \$198.00                   | \$270.00                  | \$195.00                  | \$248.00                       |
| Extended Price  | 15,540.00                 | 12,950.00                  | 14,208.00                      | 14,652.00                  | 19,980.00                 | 14,430.00                 | 18,352.00                      |
| Line 37 24" Dia FRP Sewer Pipe<br>(Open Cut, 10'-12' Depth), per specifications |                           |                            |                                |                            |                           |                           |                                |
| 135 LF  |                           |                            |                                |                            |                           |                           |                                |
| Unit Price  | \$215.000                 | \$175.00                   | \$194.000                      | \$203.00                   | \$280.00                  | \$195.00                  | \$248.00                       |
| Extended Price  | 29,025.00                 | 23,625.00                  | 26,190.00                      | 27,405.00                  | 37,800.00                 | 26,325.00                 | 33,480.00                      |
| Line 38 24" Dia FRP Sewer Pipe<br>(Open Cut, 12'-14' Depth), per specifications |                           |                            |                                |                            |                           |                           |                                |
| 254 LF  |                           |                            |                                |                            |                           |                           |                                |
| Unit Price  | \$220.000                 | \$175.00                   | \$196.000                      | \$208.00                   | \$290.00                  | \$205.00                  | \$248.00                       |
| Extended Price  | 55,880.00                 | 44,450.00                  | 49,784.00                      | 52,832.00                  | 73,660.00                 | 52,070.00                 | 62,992.00                      |
| Line 39 24" Dia FRP Sewer Pipe<br>(Open Cut, 14'-16' Depth), per specifications |                           |                            |                                |                            |                           |                           |                                |
| 338 LF  |                           |                            |                                |                            |                           |                           |                                |
| Unit Price  | \$225.000                 | \$175.00                   | \$198.000                      | \$213.00                   | \$300.00                  | \$205.00                  | \$248.00                       |
| Extended Price  | 76,050.00                 | 59,150.00                  | 66,924.00                      | 71,994.00                  | 101,400.00                | 69,290.00                 | 83,824.00                      |
| Line 40 24" Dia FRP Sewer Pipe<br>(Open Cut, 16'-18' Depth), per specifications |                           |                            |                                |                            |                           |                           |                                |
| 608 LF  |                           |                            |                                |                            |                           |                           |                                |
| Unit Price  | \$230.000                 | \$175.00                   | \$200.000                      | \$218.00                   | \$310.00                  | \$218.00                  | \$248.00                       |
| Extended Price  | 139,840.00                | 106,400.00                 | 121,600.00                     | 132,544.00                 | 188,480.00                | 132,544.00                | 150,784.00                     |
| Line 41 24" Dia FRP Sewer Pipe<br>(Open Cut, 18'-20' Depth), per specifications |                           |                            |                                |                            |                           |                           |                                |
| 539 LF  |                           |                            |                                |                            |                           |                           |                                |
| Unit Price  | \$235.000                 | \$175.00                   | \$202.000                      | \$223.00                   | \$320.00                  | \$218.00                  | \$248.00                       |
| Extended Price  | 126,665.00                | 94,325.00                  | 108,878.00                     | 120,197.00                 | 172,480.00                | 117,502.00                | 133,672.00                     |
| Line 42 24" Dia FRP Sewer Pipe<br>(Open Cut, 20'-22' Depth), per specifications |                           |                            |                                |                            |                           |                           |                                |
| 662 LF  |                           |                            |                                |                            |                           |                           |                                |
| Unit Price  | \$240.000                 | \$175.00                   | \$207.000                      | \$230.00                   | \$320.00                  | \$242.00                  | \$248.00                       |
| Extended Price  | 158,880.00                | 115,850.00                 | 137,034.00                     | 152,260.00                 | 211,840.00                | 160,204.00                | 164,176.00                     |

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|---|---------------------------|----------------------------|--------------------------------|----------------------------|---------------------------|---------------------------|--------------------------------|
| Line 43 24" Dia FRP Sewer Pipe<br>(Open Cut, 22'-24' Depth), per specifications |                           |                            |                                |                            |                           |                           |                                |
| 203 LF  |                           |                            |                                |                            |                           |                           |                                |
| Unit Price  | \$245.000                 | \$175.00                   | \$212.000                      | \$240.00                   | \$320.00                  | \$242.00                  | \$248.00                       |
| Extended Price  | 49,735.00                 | 35,525.00                  | 43,036.00                      | 48,720.00                  | 64,960.00                 | 49,126.00                 | 50,344.00                      |
| Line 44 24" Dia FRP Sewer Pipe<br>(Open Cut, 24'-26' Depth), per specifications |                           |                            |                                |                            |                           |                           |                                |
| 266 LF  |                           |                            |                                |                            |                           |                           |                                |
| Unit Price  | \$250.000                 | \$175.00                   | \$217.000                      | \$250.00                   | \$320.00                  | \$266.00                  | \$248.00                       |
| Extended Price  | 66,500.00                 | 46,550.00                  | 57,722.00                      | 66,500.00                  | 85,120.00                 | 70,756.00                 | 65,968.00                      |
| Line 45 24" Dia FRP Sewer Pipe<br>(Open Cut, 26'-28' Depth), per specifications |                           |                            |                                |                            |                           |                           |                                |
| 719 LF  |                           |                            |                                |                            |                           |                           |                                |
| Unit Price  | \$255.000                 | \$175.00                   | \$222.000                      | \$260.00                   | \$320.00                  | \$266.00                  | \$248.00                       |
| Extended Price  | 183,345.00                | 125,825.00                 | 159,618.00                     | 186,940.00                 | 230,080.00                | 191,254.00                | 178,312.00                     |
| Line 46 24" Dia FRP Sewer Pipe<br>(Open Cut, 28'-30' Depth), per specifications |                           |                            |                                |                            |                           |                           |                                |
| 454 LF  |                           |                            |                                |                            |                           |                           |                                |
| Unit Price  | \$260.000                 | \$175.00                   | \$232.000                      | \$270.00                   | \$320.00                  | \$303.00                  | \$248.00                       |
| Extended Price  | 118,040.00                | 79,450.00                  | 105,328.00                     | 122,580.00                 | 145,280.00                | 137,562.00                | 112,592.00                     |
| Line 47 24" Dia FRP Sewer Pipe<br>(Open Cut, 30'-32' Depth), per specifications |                           |                            |                                |                            |                           |                           |                                |
| 207 LF  |                           |                            |                                |                            |                           |                           |                                |
| Unit Price  | \$265.000                 | \$175.00                   | \$242.000                      | \$280.00                   | \$320.00                  | \$303.00                  | \$248.00                       |
| Extended Price  | 54,855.00                 | 36,225.00                  | 50,094.00                      | 57,960.00                  | 66,240.00                 | 62,721.00                 | 51,336.00                      |
| Line 48 24" Dia FRP Sewer Pipe<br>(Open Cut, 32'-34' Depth), per specifications |                           |                            |                                |                            |                           |                           |                                |
| 194 LF  |                           |                            |                                |                            |                           |                           |                                |
| Unit Price  | \$270.000                 | \$175.00                   | \$252.000                      | \$290.00                   | \$320.00                  | \$363.00                  | \$248.00                       |
| Extended Price  | 52,380.00                 | 33,950.00                  | 48,888.00                      | 56,260.00                  | 62,080.00                 | 70,422.00                 | 48,112.00                      |
| Line 49 24" Dia FRP Sewer Pipe<br>(Open Cut, 34'-36' Depth), per specifications |                           |                            |                                |                            |                           |                           |                                |
| 199 LF  |                           |                            |                                |                            |                           |                           |                                |
| Unit Price  | \$275.000                 | \$175.00                   | \$267.000                      | \$310.00                   | \$320.00                  | \$485.00                  | \$248.00                       |
| Extended Price  | 54,725.00                 | 34,825.00                  | 53,133.00                      | 61,690.00                  | 63,680.00                 | 96,515.00                 | 49,352.00                      |

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|---|---------------------------|----------------------------|--------------------------------|---------------------------|---------------------------|---------------------------|--------------------------------|
| Line 50 24" Dia FRP Sewer Pipe<br>(Open Cut, 36'-38' Depth), per specifications |                           |                            |                                |                           |                           |                           |                                |
| 159 LF  |                           |                            |                                |                           |                           |                           |                                |
| Unit Price  | \$280.000                 | \$175.00                   | \$282.000                      | \$330.00                  | \$320.00                  | \$485.00                  | \$248.00                       |
| Extended Price  | 44,520.00                 | 27,825.00                  | 44,838.00                      | 52,470.00                 | 50,880.00                 | 77,115.00                 | 39,432.00                      |
| Line 51 21" Dia FRP Sewer Pipe<br>(Open Cut, 0'-6' Depth), per specifications   |                           |                            |                                |                           |                           |                           |                                |
| 7 LF  |                           |                            |                                |                           |                           |                           |                                |
| Unit Price  | \$120.000                 | \$150.00                   | \$187.000                      | \$150.00                  | \$160.00                  | \$170.00                  | \$232.00                       |
| Extended Price  | 840.00                    | 1,050.00                   | 1,309.00                       | 1,050.00                  | 1,120.00                  | 1,190.00                  | 1,624.00                       |
| Line 52 21" Dia FRP Sewer Pipe<br>(Open Cut, 6'-8' Depth), per specifications   |                           |                            |                                |                           |                           |                           |                                |
| 509 LF  |                           |                            |                                |                           |                           |                           |                                |
| Unit Price  | \$122.000                 | \$150.00                   | \$189.000                      | \$160.00                  | \$165.00                  | \$168.00                  | \$232.00                       |
| Extended Price  | 62,098.00                 | 76,350.00                  | 96,201.00                      | 81,440.00                 | 83,985.00                 | 85,512.00                 | 118,088.00                     |
| Line 53 21" Dia FRP Sewer Pipe<br>(Open Cut, 8'-10' Depth), per specifications  |                           |                            |                                |                           |                           |                           |                                |
| 1,758 LF  |                           |                            |                                |                           |                           |                           |                                |
| Unit Price  | \$124.000                 | \$150.00                   | \$201.000                      | \$180.00                  | \$170.00                  | \$176.00                  | \$232.00                       |
| Extended Price  | 217,992.00                | 263,700.00                 | 353,358.00                     | 316,440.00                | 298,860.00                | 309,408.00                | 407,856.00                     |
| Line 54 21" Dia FRP Sewer Pipe<br>(Open Cut, 10'-12' Depth), per specifications |                           |                            |                                |                           |                           |                           |                                |
| 1,887 LF  |                           |                            |                                |                           |                           |                           |                                |
| Unit Price  | \$126.000                 | \$150.00                   | \$203.000                      | \$185.00                  | \$175.00                  | \$176.00                  | \$232.00                       |
| Extended Price  | 237,762.00                | 283,050.00                 | 383,061.00                     | 349,095.00                | 330,225.00                | 332,112.00                | 437,784.00                     |
| Line 55 21" Dia FRP Sewer Pipe<br>(Open Cut, 12'-14' Depth), per specifications |                           |                            |                                |                           |                           |                           |                                |
| 1,078 LF  |                           |                            |                                |                           |                           |                           |                                |
| Unit Price  | \$128.000                 | \$150.00                   | \$205.000                      | \$190.00                  | \$180.00                  | \$186.00                  | \$232.00                       |
| Extended Price  | 137,984.00                | 161,700.00                 | 220,990.00                     | 204,820.00                | 194,040.00                | 200,508.00                | 250,096.00                     |
| Line 56 21" Dia FRP Sewer Pipe<br>(Open Cut, 14'-16' Depth), per specifications |                           |                            |                                |                           |                           |                           |                                |
| 333 LF  |                           |                            |                                |                           |                           |                           |                                |
| Unit Price  | \$130.000                 | \$150.00                   | \$207.000                      | \$195.00                  | \$185.00                  | \$186.00                  | \$232.00                       |
| Extended Price  | 43,290.00                 | 49,950.00                  | 68,931.00                      | 64,935.00                 | 61,605.00                 | 61,938.00                 | 77,256.00                      |

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|---|---------------------------|----------------------------|--------------------------------|----------------------------|---------------------------|---------------------------|--------------------------------|
| Line 57 21" Dia FRP Sewer Pipe<br>(Open Cut, 16'-18' Depth), per specifications |                           |                            |                                |                            |                           |                           |                                |
| 295 LF  |                           |                            |                                |                            |                           |                           |                                |
| Unit Price  | \$132.000                 | \$150.00                   | \$209.000                      | \$200.00                   | \$190.00                  | \$199.00                  | \$232.00                       |
| Extended Price  | 38,940.00                 | 44,250.00                  | 61,655.00                      | 59,000.00                  | 56,050.00                 | 58,705.00                 | 68,440.00                      |
| Line 58 21" Dia FRP Sewer Pipe<br>(Open Cut, 18'-20' Depth), per specifications |                           |                            |                                |                            |                           |                           |                                |
| 290 LF  |                           |                            |                                |                            |                           |                           |                                |
| Unit Price  | \$134.000                 | \$150.00                   | \$211.000                      | \$205.00                   | \$195.00                  | \$199.00                  | \$232.00                       |
| Extended Price  | 38,860.00                 | 43,500.00                  | 61,190.00                      | 59,450.00                  | 56,550.00                 | 57,710.00                 | 67,280.00                      |
| Line 59 18" Dia FRP Sewer Pipe<br>(Open Cut, 0'-6' Depth), per specifications   |                           |                            |                                |                            |                           |                           |                                |
| 22 LF   |                           |                            |                                |                            |                           |                           |                                |
| Unit Price  | \$120.000                 | \$140.00                   | \$125.000                      | \$200.00                   | \$14.00                   | \$148.00                  | \$225.00                       |
| Extended Price  | 2,640.00                  | 3,080.00                   | 2,750.00                       | 4,400.00                   | 308.00                    | 3,256.00                  | 4,950.00                       |
| Line 60 15" Dia FRP Sewer Pipe<br>(Open Cut, 0'-6' Depth), per specifications   |                           |                            |                                |                            |                           |                           |                                |
| 7 LF  |                           |                            |                                |                            |                           |                           |                                |
| Unit Price  | \$70.000                  | \$130.00                   | \$100.000                      | \$110.00                   | \$60.00                   | \$138.00                  | \$192.00                       |
| Extended Price  | 490.00                    | 910.00                     | 700.00                         | 770.00                     | 420.00                    | 966.00                    | 1,344.00                       |
| Line 61 15" Dia FRP Sewer Pipe<br>(Open Cut, 6'-8' Depth), per specifications   |                           |                            |                                |                            |                           |                           |                                |
| 224 LF  |                           |                            |                                |                            |                           |                           |                                |
| Unit Price  | \$72.000                  | \$130.00                   | \$102.000                      | \$120.00                   | \$65.00                   | \$96.00                   | \$192.00                       |
| Extended Price  | 16,128.00                 | 29,120.00                  | 22,848.00                      | 26,880.00                  | 14,560.00                 | 21,504.00                 | 43,008.00                      |
| Line 62 15" Dia FRP Sewer Pipe<br>(Open Cut, 8'-10' Depth), per specifications  |                           |                            |                                |                            |                           |                           |                                |
| 116 LF  |                           |                            |                                |                            |                           |                           |                                |
| Unit Price  | \$74.000                  | \$130.00                   | \$104.000                      | \$140.00                   | \$70.00                   | \$144.00                  | \$192.00                       |
| Extended Price  | 8,584.00                  | 15,080.00                  | 12,064.00                      | 16,240.00                  | 8,120.00                  | 16,704.00                 | 22,272.00                      |
| Line 63 15" Dia FRP Sewer Pipe<br>(Open Cut, 10'-12' Depth), per specifications |                           |                            |                                |                            |                           |                           |                                |
| 98 LF   |                           |                            |                                |                            |                           |                           |                                |
| Unit Price  | \$76.000                  | \$130.00                   | \$106.000                      | \$145.00                   | \$70.00                   | \$146.00                  | \$192.00                       |
| Extended Price  | 7,448.00                  | 12,740.00                  | 10,388.00                      | 14,210.00                  | 6,860.00                  | 14,308.00                 | 18,816.00                      |

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|---|---------------------------|----------------------------|--------------------------------|----------------------------|---------------------------|---------------------------|--------------------------------|
| Line 64 15" Dia FRP Sewer Pipe<br>(Open Cut, 12'-14' Depth), per specifications |                           |                            |                                |                            |                           |                           |                                |
| 82 LF   |                           |                            |                                |                            |                           |                           |                                |
| Unit Price  | \$78.000                  | \$130.00                   | \$108.000                      | \$150.00                   | \$71.00                   | \$156.00                  | \$192.00                       |
| Extended Price  | 6,396.00                  | 10,660.00                  | 8,856.00                       | 12,300.00                  | 5,822.00                  | 12,792.00                 | 15,744.00                      |
| Line 65 15" Dia FRP Sewer Pipe<br>(Open Cut, 14'-16' Depth), per specifications |                           |                            |                                |                            |                           |                           |                                |
| 82 LF   |                           |                            |                                |                            |                           |                           |                                |
| Unit Price  | \$80.000                  | \$130.00                   | \$110.000                      | \$155.00                   | \$72.00                   | \$169.00                  | \$192.00                       |
| Extended Price  | 6,560.00                  | 10,660.00                  | 9,020.00                       | 12,710.00                  | 5,904.00                  | 13,858.00                 | 15,744.00                      |
| Line 66 15" Dia FRP Sewer Pipe<br>(Open Cut, 16'-18' Depth), per specifications |                           |                            |                                |                            |                           |                           |                                |
| 80 LF   |                           |                            |                                |                            |                           |                           |                                |
| Unit Price  | \$82.000                  | \$130.00                   | \$112.000                      | \$160.00                   | \$73.00                   | \$169.00                  | \$192.00                       |
| Extended Price  | 6,560.00                  | 10,400.00                  | 8,960.00                       | 12,800.00                  | 5,840.00                  | 13,520.00                 | 15,360.00                      |
| Line 67 15" Dia FRP Sewer Pipe<br>(Open Cut, 18'-20' Depth), per specifications |                           |                            |                                |                            |                           |                           |                                |
| 95 LF   |                           |                            |                                |                            |                           |                           |                                |
| Unit Price  | \$84.000                  | \$130.00                   | \$114.000                      | \$165.00                   | \$74.00                   | \$169.00                  | \$192.00                       |
| Extended Price  | 7,980.00                  | 12,350.00                  | 10,830.00                      | 15,675.00                  | 7,030.00                  | 16,055.00                 | 18,240.00                      |
| Line 68 15" Dia FRP Sewer Pipe<br>(Open Cut, 20'-22' Depth), per specifications |                           |                            |                                |                            |                           |                           |                                |
| 94 LF   |                           |                            |                                |                            |                           |                           |                                |
| Unit Price  | \$86.000                  | \$130.00                   | \$116.000                      | \$170.00                   | \$75.00                   | \$186.00                  | \$192.00                       |
| Extended Price  | 8,084.00                  | 12,220.00                  | 10,904.00                      | 15,980.00                  | 7,050.00                  | 17,484.00                 | 18,048.00                      |
| Line 69 15" Dia FRP Sewer Pipe<br>(Open Cut, 22'-24' Depth), per specifications |                           |                            |                                |                            |                           |                           |                                |
| 27 LF   |                           |                            |                                |                            |                           |                           |                                |
| Unit Price  | \$88.000                  | \$130.00                   | \$121.000                      | \$175.00                   | \$76.00                   | \$211.00                  | \$192.00                       |
| Extended Price  | 2,376.00                  | 3,510.00                   | 3,267.00                       | 4,725.00                   | 2,052.00                  | 5,697.00                  | 5,184.00                       |
| Line 70 15" Dia FRP Sewer Pipe<br>(Open Cut, 24'-26' Depth), per specifications |                           |                            |                                |                            |                           |                           |                                |
| 17 LF   |                           |                            |                                |                            |                           |                           |                                |
| Unit Price  | \$90.000                  | \$130.00                   | \$126.000                      | \$180.00                   | \$77.00                   | \$247.00                  | \$192.00                       |
| Extended Price  | 1,530.00                  | 2,210.00                   | 2,142.00                       | 3,060.00                   | 1,309.00                  | 4,199.00                  | 3,264.00                       |

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|--|---------------------------|----------------------------|--------------------------------|----------------------------|---------------------------|---------------------------|--------------------------------|
| Line 71 10" Dia FRP Sewer Pipe<br>(Open Cut, 0'-6' Depth), per specifications  |                           |                            |                                |                            |                           |                           |                                |
| 7 LF   |                           |                            |                                |                            |                           |                           |                                |
| Unit Price   | \$35.000                  | \$125.00                   | \$80.000                       | \$55.00                    | \$70.00                   | \$135.00                  | \$183.00                       |
| Extended Price   | 245.00                    | 875.00                     | 560.00                         | 385.00                     | 490.00                    | 945.00                    | 1,281.00                       |
| Line 72 10" Dia FRP Sewer Pipe<br>(Open Cut, 6'-8' Depth), per specifications  |                           |                            |                                |                            |                           |                           |                                |
| 23 LF  |                           |                            |                                |                            |                           |                           |                                |
| Unit Price   | \$37.000                  | \$125.00                   | \$82.000                       | \$65.00                    | \$71.00                   | \$91.00                   | \$183.00                       |
| Extended Price   | 851.00                    | 2,875.00                   | 1,886.00                       | 1,495.00                   | 1,633.00                  | 2,093.00                  | 4,209.00                       |
| Line 73 10" Dia FRP Sewer Pipe<br>(Open Cut, 8'-10' Depth), per specifications   |                           |                            |                                |                            |                           |                           |                                |
| 236 LF   |                           |                            |                                |                            |                           |                           |                                |
| Unit Price   | \$39.000                  | \$125.00                   | \$84.000                       | \$75.00                    | \$72.00                   | \$99.00                   | \$183.00                       |
| Extended Price   | 9,204.00                  | 29,500.00                  | 19,824.00                      | 17,700.00                  | 16,992.00                 | 23,364.00                 | 43,188.00                      |
| Line 74 36" Dia FRP Sewer Pipe in<br>48" Steel Casing Pipe or Tunnel<br>Liner Plat by Other than Open Cut                        |                           |                            |                                |                            |                           |                           |                                |
| 202 LF   |                           |                            |                                |                            |                           |                           |                                |
| Unit Price   | \$1,000.000               | \$1,500.00                 | \$720.000                      | \$1,600.00                 | \$1,050.00                | \$1,000.00                | \$1,240.00                     |
| Extended Price   | 202,000.00                | 303,000.00                 | 145,440.00                     | 323,200.00                 | 212,100.00                | 202,000.00                | 250,480.00                     |
| Line 75 30" Dia FRP Sewer Pipe in<br>42" Steel Casing Pipe or Tunnel<br>Liner Plat by Other than Open Cut,<br>per specifications |                           |                            |                                |                            |                           |                           |                                |
| 554 LF   |                           |                            |                                |                            |                           |                           |                                |
| Unit Price   | \$1,000.000               | \$1,400.00                 | \$810.000                      | \$1,500.00                 | \$1,000.00                | \$1,100.00                | \$1,100.00                     |
| Extended Price   | 554,000.00                | 775,600.00                 | 448,740.00                     | 831,000.00                 | 554,000.00                | 609,400.00                | 609,400.00                     |
| Line 76 24" Dia FRP Sewer Pipe in<br>36" Steel Casing Pipe or Tunnel<br>Liner Plat by Other than Open Cut,<br>per specifications |                           |                            |                                |                            |                           |                           |                                |
| 217 LF   |                           |                            |                                |                            |                           |                           |                                |
| Unit Price   | \$1,000.000               | \$1,300.00                 | \$740.000                      | \$980.00                   | \$950.00                  | \$1,200.00                | \$955.00                       |
| Extended Price   | 217,000.00                | 282,100.00                 | 160,580.00                     | 212,660.00                 | 206,150.00                | 260,400.00                | 207,235.00                     |

To be awarded as one lot      McKee Utility Contractors      Thalle Construction Co Inc      Utility Contractors of America      Spiess Construction Co Inc      FlatIron Constructors Inc      MH Civil Constructors Inc      SJ Louis Construction of Texas

Line 77 21" Dia FRP Sewer Pipe in  
36" Steel Casing Pipe or Tunnel  
Liner Plat by Other than Open Cut,  
per specifications

124 LF

|                |             |            |            |            |           |           |          |            |          |            |          |            |            |
|----------------|-------------|------------|------------|------------|-----------|-----------|----------|------------|----------|------------|----------|------------|------------|
| Unit Price     | \$1,000.000 |            | \$1,200.00 |            | \$685.000 |           | \$960.00 |            | \$950.00 |            | \$850.00 |            | \$955.00   |
| Extended Price |             | 124,000.00 |            | 148,800.00 |           | 84,940.00 |          | 119,040.00 |          | 117,800.00 |          | 105,400.00 | 118,420.00 |

Line 78 Fiberglass Tee Base with 6"  
Dia Manhole, per specifications

76 EA

|                |              |              |             |              |              |              |             |              |             |              |             |              |              |
|----------------|--------------|--------------|-------------|--------------|--------------|--------------|-------------|--------------|-------------|--------------|-------------|--------------|--------------|
| Unit Price     | \$20,000.000 |              | \$25,000.00 |              | \$35,000.000 |              | \$32,000.00 |              | \$17,000.00 |              | \$26,000.00 |              | \$20,900.00  |
| Extended Price |              | 1,520,000.00 |             | 1,900,000.00 |              | 2,660,000.00 |             | 2,432,000.00 |             | 1,292,000.00 |             | 1,976,000.00 | 1,588,400.00 |

Line 79 6" Dia Fiberglass Drop  
Manhole, per specifications

6 EA

|                |              |            |             |            |              |            |             |            |             |            |             |            |             |
|----------------|--------------|------------|-------------|------------|--------------|------------|-------------|------------|-------------|------------|-------------|------------|-------------|
| Unit Price     | \$20,000.000 |            | \$26,000.00 |            | \$19,000.000 |            | \$25,000.00 |            | \$20,000.00 |            | \$32,000.00 |            | \$20,300.00 |
| Extended Price |              | 120,000.00 |             | 156,000.00 |              | 114,000.00 |             | 150,000.00 |             | 120,000.00 |             | 192,000.00 | 121,800.00  |

Line 80 4" Dia Fiberglass Manhole,  
per specifications

3 EA

|                |              |           |             |           |             |           |             |           |             |           |             |           |             |
|----------------|--------------|-----------|-------------|-----------|-------------|-----------|-------------|-----------|-------------|-----------|-------------|-----------|-------------|
| Unit Price     | \$15,000.000 |           | \$22,000.00 |           | \$9,500.000 |           | \$18,000.00 |           | \$10,000.00 |           | \$15,000.00 |           | \$18,400.00 |
| Extended Price |              | 45,000.00 |             | 66,000.00 |             | 28,500.00 |             | 54,000.00 |             | 30,000.00 |             | 45,000.00 | 55,200.00   |

Line 81 Connect Proposed Sanitary  
Sewer to Existing Lift Station 40,  
per specifications

1 LS

|                |               |            |             |           |              |           |             |           |             |           |             |           |             |
|----------------|---------------|------------|-------------|-----------|--------------|-----------|-------------|-----------|-------------|-----------|-------------|-----------|-------------|
| Unit Price     | \$100,000.000 |            | \$20,000.00 |           | \$30,000.000 |           | \$50,000.00 |           | \$50,000.00 |           | \$77,000.00 |           | \$77,000.00 |
| Extended Price |               | 100,000.00 |             | 20,000.00 |              | 30,000.00 |             | 50,000.00 |             | 50,000.00 |             | 77,000.00 | 77,000.00   |

Line 82 Aerial Crossing STA 11+71-  
12+87, per specifications

1 LS

|                |               |            |              |            |               |            |              |            |              |            |              |            |              |
|----------------|---------------|------------|--------------|------------|---------------|------------|--------------|------------|--------------|------------|--------------|------------|--------------|
| Unit Price     | \$250,000.000 |            | \$200,000.00 |            | \$300,000.000 |            | \$165,000.00 |            | \$350,000.00 |            | \$431,000.00 |            | \$143,000.00 |
| Extended Price |               | 250,000.00 |              | 200,000.00 |               | 300,000.00 |              | 165,000.00 |              | 350,000.00 |              | 431,000.00 | 143,000.00   |

Line 83 Aerial Crossing STA 72+09-  
73+28, per specifications

1 LS

|                |               |            |              |            |               |            |              |            |              |            |              |            |              |
|----------------|---------------|------------|--------------|------------|---------------|------------|--------------|------------|--------------|------------|--------------|------------|--------------|
| Unit Price     | \$250,000.000 |            | \$200,000.00 |            | \$275,000.000 |            | \$150,000.00 |            | \$350,000.00 |            | \$415,000.00 |            | \$127,000.00 |
| Extended Price |               | 250,000.00 |              | 200,000.00 |               | 275,000.00 |              | 150,000.00 |              | 350,000.00 |              | 415,000.00 | 127,000.00   |



| To be awarded as one lot   | McKee Utility Contractors | Thalle Construction Co Inc | Utility Contractors of America | Spiess Construction Co Inc | Flatiron Constructors Inc | MH Civil Constructors Inc | SJ Louis Construction of Texas |
|--|---------------------------|----------------------------|--------------------------------|----------------------------|---------------------------|---------------------------|--------------------------------|
| Line 84 Sanitary Sewer Line Trench Safety, per specifications  |                           |                            |                                |                            |                           |                           |                                |
| 29,462 LF  |                           |                            |                                |                            |                           |                           |                                |
| Unit Price   | \$1.000                   | \$0.01                     | \$5.000                        | \$1.00                     | \$1.00                    | \$1.00                    | \$0.01                         |
| Extended Price   | 29,462.00                 | 294.62                     | 147,310.00                     | 29,462.00                  | 29,462.00                 | 29,462.00                 | 294.62                         |
| Line 85 Post Construction Television Inspection, per specifications                                    |                           |                            |                                |                            |                           |                           |                                |
| 30,793 LF  |                           |                            |                                |                            |                           |                           |                                |
| Unit Price   | \$1.000                   | \$1.00                     | \$2.000                        | \$1.00                     | \$2.00                    | \$2.00                    | \$2.50                         |
| Extended Price   | 30,793.00                 | 30,793.00                  | 61,586.00                      | 30,793.00                  | 61,586.00                 | 61,586.00                 | 76,982.50                      |
| Line 86 Lift Station 48 Abandonment, per specifications  |                           |                            |                                |                            |                           |                           |                                |
| 1 LS   |                           |                            |                                |                            |                           |                           |                                |
| Unit Price   | \$5,000.000               | \$10,000.00                | \$35,000.000                   | \$30,000.00                | \$25,000.00               | \$30,000.00               | \$32,000.00                    |
| Extended Price   | 5,000.00                  | 10,000.00                  | 35,000.00                      | 30,000.00                  | 25,000.00                 | 30,000.00                 | 32,000.00                      |
| Line 87 Lift Station 39 Abandonment, per specifications  |                           |                            |                                |                            |                           |                           |                                |
| 1 LS   |                           |                            |                                |                            |                           |                           |                                |
| Unit Price   | \$5,000.000               | \$10,000.00                | \$30,000.000                   | \$30,000.00                | \$25,000.00               | \$30,000.00               | \$38,000.00                    |
| Extended Price   | 5,000.00                  | 10,000.00                  | 30,000.00                      | 30,000.00                  | 25,000.00                 | 30,000.00                 | 38,000.00                      |
| Line 88 42" Stubout at Sta 0+74.32, per specifications   |                           |                            |                                |                            |                           |                           |                                |
| 20 LF  |                           |                            |                                |                            |                           |                           |                                |
| Unit Price   | \$150.000                 | \$300.00                   | \$500.000                      | \$500.00                   | \$600.00                  | \$312.00                  | \$470.00                       |
| Extended Price   | 3,000.00                  | 6,000.00                   | 10,000.00                      | 10,000.00                  | 12,000.00                 | 6,240.00                  | 9,400.00                       |
| Line 89 Remove and Replace Manhole on Existing 18" Sanitary Sewer Line (Sheet SS1), per specifications |                           |                            |                                |                            |                           |                           |                                |
| 1 LS   |                           |                            |                                |                            |                           |                           |                                |
| Unit Price   | \$12,000.000              | \$40,000.00                | \$15,000.000                   | \$22,000.00                | \$10,000.00               | \$45,000.00               | \$15,700.00                    |
| Extended Price   | 12,000.00                 | 40,000.00                  | 15,000.00                      | 22,000.00                  | 10,000.00                 | 45,000.00                 | 15,700.00                      |
| Line 90 Ground Water Control Plan, per specifications  |                           |                            |                                |                            |                           |                           |                                |
| 1 LS   |                           |                            |                                |                            |                           |                           |                                |
| Unit Price   | \$100,000.000             | \$1.00                     | \$5,500.000                    | \$10,000.00                | \$25,000.00               | \$240,000.00              | \$5,000.00                     |
| Extended Price   | 100,000.00                | 1.00                       | 5,500.00                       | 10,000.00                  | 25,000.00                 | 240,000.00                | 5,000.00                       |

| To be awarded as one lot                        | McKee Utility Contractors | Thalle Construction Co Inc | Utility Contractors of America | Spiess Construction Co Inc | FlatIron Constructors Inc | MH Civil Constructors Inc | SJ Louis Construction of Texas |
|---|---------------------------|----------------------------|--------------------------------|----------------------------|---------------------------|---------------------------|--------------------------------|
| Line 91 Asphalt Restoration, per specifications |                           |                            |                                |                            |                           |                           |                                |
| 272 SY  |                           |                            |                                |                            |                           |                           |                                |
| Unit Price                                      | \$50.000                  | \$40.00                    | \$30.000                       | \$80.00                    | \$45.00                   | \$100.00                  | \$50.00                        |
| Extended Price                                  | 13,600.00                 | 10,880.00                  | 8,160.00                       | 21,760.00                  | 12,240.00                 | 27,200.00                 | 13,600.00                      |
| <b>Bid Total</b>                                | <b>10,650,000.00</b>      | <b>10,795,849.62</b>       | <b>11,484,810.00</b>           | <b>12,211,620.00</b>       | <b>12,805,254.00</b>      | <b>12,850,000.00</b>      | <b>13,236,755.12</b>           |
| Award to Vendor                                 | 10,650,000.00             |                            |                                |                            |                           |                           |                                |
| Change Order #1                                 | 131,570.00                |                            |                                |                            |                           |                           |                                |
| Change Order #2                                 | 27,640.25                 |                            |                                |                            |                           |                           |                                |
| Change Order #3                                 | 19,274.00                 |                            |                                |                            |                           |                           |                                |
| Change Order #4                                 | 150,000.00                |                            |                                |                            |                           |                           |                                |
| Revised Total                                   | 10,978,484.25             |                            |                                |                            |                           |                           |                                |

E

# Amarillo City Council Agenda Transmittal Memo



|                     |                                      |                         |                       |
|---------------------|--------------------------------------|-------------------------|-----------------------|
| <b>Meeting Date</b> | December 3, 2019                     | <b>Council Priority</b> | Fiscal Responsibility |
| <b>Department</b>   | Various                              |                         |                       |
| <b>Contact</b>      | Trent Davis – Director of Purchasing |                         |                       |

### Agenda Caption

Award – HVAC Filters Annual Contract

Award to Grainger Industrial Supply in an amount not to exceed \$88,000.00

HVAC Filters Annual Contract awarded on Buyboard Purchasing Cooperative Contract #577-18

This award is to approve a contract for the purchase of the HVAC Filters Annual Contract.

### Agenda Item Summary

Award of HVAC Filters to be used by various City Departments.

### Requested Action

Consider approval and award for the HVAC Filters Annual Contract.

### Funding Summary

Funding for this award is available in the department Accounts: 1252.68100, 54110.68308, 1861.68100

### Community Engagement Summary

N/A

### Staff Recommendation

City Staff is recommending approval and award of contract.



# Amarillo City Council Agenda Transmittal Memo



|                     |  |                         |   |
|---------------------|--|-------------------------|---|
| <b>Meeting Date</b> | December 3, 2019                               | <b>Council Priority</b> | Fiscal Responsibility, Best Practices, Customer Service |
| <b>Department</b>   | Public Works – Fleet Services Division         |                         |   |
| <b>Contact</b>      | Glenn Lavender – Fleet Services Superintendent |                         |   |

### Agenda Caption

Consider: Purchase of Fire Truck- Ladder Style 77'

Award to: Hall Buick – GMC  
HGAC Contract #FS12-17

\$1,008,233.00

### Agenda Item Summary

Scheduled replacement for unit 6501, 2004 American LaFrance Ladder truck. New Fire truck will be used for daily departmental operations. Unit 6501 has reached or exceeded its expected life cycle

### Requested Action

Recommend purchase approval for Fire Truck – Ladder Style 77' through Hall Motors using current HGAC contract # FS12-17.

### Funding Summary

Funding for this purchase will be from 61120.84100, Fleet Services Rolling Stock.  
Cost \$1,008,233.00.00

### Community Engagement Summary

N/A

### Staff Recommendation

Staff recommends purchase approval of the Fire Truck using HGAC contract.

Bid No. 6643 FIRE TRUCK LADDER STYLE  
Opened 4:00 p.m. November 06, 2019

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To be awarded as one lot

HALL MOTORS

---

Line 1 Fire Truck-Ladder Style, per specifications

1 ea

Unit Price

\$1,041,485.000

Extended Price

1,041,485.00

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Line 2 HGAC Contract FS12-17 Fee, per specifications

1 ea

Unit Price

\$2,000.000

Extended Price

2,000.00

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Line 3 Discount, per specifications

1 ea

Unit Price

(\$35,252.000)

Extended Price

(35,252.00)

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Bid Total

1,008,233.00 ✓

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Award by Vendor

1,008,233.00

G

# Amarillo City Council Agenda Transmittal Memo



|                     |   |                         |   |
|---------------------|---|-------------------------|---|
| <b>Meeting Date</b> | December 3, 2019                              | <b>Council Priority</b> | Fiscal Responsibility, Best Practices, Customer Service |
| <b>Department</b>   | Public Works - Fleet Services Division        |                         |   |
| <b>Contact</b>      | Glenn Lavender, Fleet Services Superintendent |                         |   |

### Agenda Caption

CONSIDER: Purchase approval of replacement vehicle for Fire Department. Pumper Style Fire Truck

Award to: Hall Buick-GMC \$594,297.00  
HGAC contract #FS12-17

### Agenda Item Summary

Scheduled replacement of unit 6910, 2007 Ferrara Fire Truck/Pumper Style. New Fire Truck will be used for daily operational requirements. Vehicle 6910 has reached or exceeded its useable life cycle.

### Requested Action

Recommend approval of Fire Truck/Pumper Style purchased through Hall Buick – GMC. This is a HGAC Contract Purchase using contract number FS12-17

### Funding Summary

Funding for this purchase will be from 61120.84100, Fleet Services Rolling Stock.  
Cost \$594,297.00

### Community Engagement Summary

N/A

### Staff Recommendation

Staff recommends purchase approval of the Fire Truck using HGAC contract.

Bid No. 6644 FIRE TRUCK PUMPER  
Opened 4:00 p.m. November 06, 2019

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To be awarded as one lot HALL BUICK GMC

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Line 1 Pumper Style, per specifications

|                |               |            |
|----------------|---------------|------------|
| 1 ea           |               |            |
| Unit Price     | \$647,297.000 |            |
| Extended Price |               | 647,297.00 |

---

Line 2 HGAC Contract FS12-17 Fee, per specifications

|                |             |          |
|----------------|-------------|----------|
| 1 ea           |             |          |
| Unit Price     | \$2,000.000 |          |
| Extended Price |             | 2,000.00 |

---

Line 3 Discount, per specifications

|                |                |             |
|----------------|----------------|-------------|
| 1 ea           |                |             |
| Unit Price     | (\$55,000.000) |             |
| Extended Price |                | (55,000.00) |

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|           |  |            |
|-----------|--|------------|
| Bid Total |  | 594,297.00 |
|-----------|--|------------|

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|                 |  |            |
|-----------------|--|------------|
| Award by Vendor |  | 594,297.00 |
|-----------------|--|------------|



A

# Amarillo City Council Agenda Transmittal Memo



|                     |   |                         |                        |
|---------------------|---|-------------------------|------------------------|
| <b>Meeting Date</b> | December 3, 2019                        | <b>Council Priority</b> | Transportation Systems |
| <b>Department</b>   | Aviation                                |                         |                        |
| <b>Contact</b>      | Michael W. Conner: Director of Aviation |                         |                        |

## Agenda Caption

**CONSIDER – AWARD OF A 5-YEAR PROFESSIONAL SERVICES CONTRACT TO RS&H, INC. FOR PROFESSIONAL AND GENERAL CONSULTING SERVICES FOR VARIOUS AIRSIDE, LANDSIDE, AND AIR SERVICE DEVELOPMENT PROJECTS FOR THE RICK HUSBAND AMARILLO INTERNATIONAL AIRPORT.**

## Agenda Item Summary

This item is a 5-year professional services contract for professional engineering and consulting services for the future design of airport projects including construction administration, resident project representative services, air service development, and related airport consulting. This contract has a not-to-exceed amount of \$7,500,000 based on project history and known future projects. RS&H, Inc., was selected by a 5-person panel including airport and non-airport City staff, as part of a public RFQ process. RS&H, Inc., services will be used on Federally-funded and non-Federally-funded airport projects.

## Requested Action

As this 5-year contract length is allowable by the FAA for Federally funded airport projects, we ask that City Council approve the professional services contract between the City of Amarillo and RS&H, Inc.

## Funding Summary

This contract will be funded through individual project task orders on an as-needed basis using a combination of airport revenue funds, passenger facility charge funds, and Federal grant funds.

## Community Engagement Summary

This item went through a public RFQ process. Any projects to be designed as a result of this contract that require environmental studies or special environmental approvals will undergo normal public engagement processes appropriate for each type of project, as required by the Federal Aviation Administration (FAA).

## Staff Recommendation

Airport staff recommends approval of this professional services contract to RS&H, Inc. The RFQ selection panel recommended award of this professional services contract to RS&H, Inc.

OK  
11/20/2019

**CONTRACT FOR ENGINEERING/ARCHITECTURAL SERVICES  
RICK HUSBAND AMARILLO INTERNATIONAL AIRPORT**

This Contract made and entered into this 10th day of December, 2019, by and between the City of Amarillo, Texas which owns and operates Rick Husband Amarillo International Airport, hereinafter called the "Owner" and RS&H Inc., hereinafter called the "Consultant".

WITNESSETH:

WHEREAS, the Owner desires to employ the Consultant to provide engineering, architectural, and/or consulting services in connection with the planning, design, and preparation of plans, specifications and estimates, and to provide construction engineering, administration and project representation services in connection with capital improvement projects;

WHEREAS, the Consultant is willing to perform such engineering and/or architectural work in accordance with the terms hereinafter provided and does represent that it is in compliance with Texas statutes relating to the registration of Professional Engineers; and

NOW THEREFORE, in consideration of these premises and of the mutual covenants herein set forth, the parties hereto agree as follows:

**I. DEFINITIONS**

Whenever in this Contract the following terms, words, and their derivatives or pronouns used in their stead occur, they shall have the meaning here given, unless otherwise specified in the various sections of this Contract:

"AIP" shall mean the Airport Improvement Program.

"CERTIFY, CERTIFICATION", shall mean Project Engineer's opinion based on his or her observation of conditions, knowledge, information and beliefs. It is expressly understood that the Project Engineer's certification of a conditions existence relieves no other party of any responsibility or obligation he or she has accepted by contract or custom.

"CONSULTANT" shall mean the firm of RS&H, Inc a Florida corporation with offices located at 10748 Deerwood Park Blvd South, Suite 300, Jacksonville, Florida 32256 ("RS&H").

"CONTRACT" shall mean this document and all associated attachments duly executed by all parties.

"CONTRACTOR" shall mean the individual, partnership, firm, or corporation primarily liable for acceptable performance of the construction and/or maintenance work performed under or associated with this Contract.

"ESTIMATE" shall mean an opinion of probable construction cost made by the Consultant.

"FAA" shall mean the Federal Aviation Administration.

"INSPECT, INSPECTION" shall mean the visual observation of construction as stated in Attachment, "Duties, Responsibilities, and Limitations of Authority of Resident Project Representative".

"OWNER" shall mean the City of Amarillo, Texas or its authorized representative for the purpose of coordinating and administering the work under the Contract.

"PROJECT ENGINEER" shall mean the principal project engineer employed by and working directly under the authority of the Consultant.

"RESIDENT PROJECT REPRESENTATIVE" shall mean the principal construction reviewer employed by the Consultant and working directly under the authority of the Project Engineer.

"SPECIFIC PROJECT" shall mean an undertaking of Owner as set forth in a Task Order.

"TASK ORDER" shall mean a document executed by Owner and Consultant, including amendments if any, stating the scope of services, Consultant's compensation, times for performance of services and other relevant information for a Specific Project.

"TSA" shall mean the Transportation Security Administration.

## II. GENERAL

- A. The Consultant will serve as the primary contact and coordinate all aspects of project development with the FAA. The Owner will participate in conferences with the FAA as required and will be kept advised and informed about comments and approvals from the FAA on Federally funded projects.
- B. The work under this Contract shall at all times be subject to the approval of the Owner.
- C. From time to time as the work progresses, meetings will be held at the request of the Consultant, the FAA, or the Owner to discuss and review details of project development. All such meetings shall be arranged by Owner's Director of Aviation and will be attended, as appropriate, by representatives of the Consultant, Owner, and the FAA and/or TSA.
- D. Obligations of the Owner to the Consultant: All existing information, including construction contract documents, applicable to the project will be made available to the Consultant without cost. A more complete description of the Owner's responsibilities is included in Attachment No. 3, "Owner's Responsibility", and made a part hereof.
- E. Submittal of Documents: During the progress of the work, various copies of the preliminary drawings and other documents prepared by the Consultant will be required by the Owner. Also, the Consultant will cooperate with the Owner in forwarding all necessary documents to the FAA and/or TSA for review, comments, and/or approvals.
- F. The work under this Contract shall be available for review by the FAA and/or TSA (for FAA and/or TSA funded projects only). The FAA and/or TSA shall have the right to participate in the conferences between the Consultant and the Owner and to participate in the review or examination of the work in progress.

Work under this Contract may ultimately be financed in part by FAA and/or TSA funds. However, payment to the Consultant will be made by the Owner. The United States Government is not a party to this Contract, and no reference herein to the FAA and/or TSA or any representative thereof makes the United States a party to the Contract.

- G. On projects receiving Federal funding, the Consultant shall comply with the Required Federal Clauses for Professional Service Contracts attached hereto as Attachment No. 4 and made a part hereof.
- H. Compliance with all of the foregoing shall be considered to be within the purview of this Contract and shall not constitute a basis for additional or extra compensation.

### **III. SCOPE OF SERVICES**

- A. The scope of services to be provided by Consultant shall be authorized by Owner for each Specific Project as detailed in a duly executed Task Order. Each Task Order will indicate the specific tasks and functions to be performed, deliverables to be provided and the cost therefore.
- B. The general format of a Task Order is attached as Attachment No. 1.
- C. This Contract is not a commitment by Owner to Consultant to issue any Task Orders.
- D. Consultant shall not be obligated to perform any prospective Task Orders unless and until Owner and Consultant agree as to the particulars of the Specific Project, Consultant's services, Consultant's compensation, and all other appropriate matters.
- E. Owner and Consultant shall agree on the scope, time for performance, and basis of compensation for each Task Order.
- F. Consultant will commence performance as set forth in the Task Order.

### **IV. TERM, TIMES FOR RENDERING SERVICES, AND PAYMENTS**

- A. This Contract shall be effective and applicable to Task Orders issued hereunder for five (5) years from the Effective Date of the Contract.
- B. This Contract may be extended or renewed, with or without changes, by written amendment establishing a new term. Any extension or renewal of this contract beyond five (5) years may not be eligible for federal participation.
- C. The times for performing services or providing deliverables will be stated in each Task Order. If no times are so stated, Consultant will perform services and provide deliverables within a reasonable time.
- D. For purposes of this Contract the term "day" means a calendar day of 24 hours.
- E. The time for a party's performance will be extended to the extent performance was delayed by causes beyond the control and without the fault of the party seeking the

extension. That party shall promptly notify the other party in writing when it is being delayed.

F. All costs and expenses related to the series of Task Orders issued herein shall not exceed \$7,500,000.

G. Times of Payments

Consultant shall submit monthly statements for Basic Services, Resident Project Services, and Special Engineering Services rendered. The statements will be based upon Consultant's costs incurred at the time of the billing, corresponding to the percentage of the total costs, which have been incurred at the time of billing. Such work will be completed based on the rate schedule in effect when the Task Order was issued. Future rate schedules shall be subject to approval of the Owner. If agreement is not reached on the future rate schedules by the Consultant and Owner, then either party may terminate this Contract upon thirty (30) days' written notice. Owner shall make monthly payments in response to Consultant's monthly statements, subject to approval of the Owner.

H. Other Provisions Concerning Payments

The Owner shall pay Consultant based on monthly statements to a combined value of ninety percent (90%) of the Task Order amount. The remaining ten percent (10%) shall be paid to the Consultant upon final completion of the Consultant's services and approval thereof by the Owner.

If Owner fails to make any payment due Consultant for services and expenses within thirty (30) days after receipt and approval by the Owner of Consultant's statement therefore, the amounts due Consultant will incur interest at the rate provided under Section 2251.025 of the Texas Government Code, and in addition, Consultant may, after giving thirty (30) days' written notice to Owner, suspend services under this Contract until Consultant has been paid in full all amounts due for services, expenses, and charges.

A complete statement shall, at a minimum, contain the following information: Project name, Contract number, AIP number if applicable, total Contract value, total value of previous invoices, total value of current payment due, total remaining Contract value following the current payment, a statement of the services rendered during the billing period, and a statement of the progress of the completion of the scope of services.

In no case shall the remaining Contract value be less than the value of the services remaining to complete the scope of services under this Contract and appropriate Task Order, as determined by the Owner.

I. Access to Records

The Consultant and its subcontractors are to maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and to make such materials available at their respective offices at all reasonable times during the

Contract period, and for four (4) years from the date of final payment under the Contract, for inspection and audit by the Owner and/or the FAA, and copies thereof shall be furnished, if requested. The Consultant's records supporting cost proposals shall also be available for review by authorized representatives of the FAA and/or the Owner for a period of four (4) years from the date of final payment under the Contract, by mutual agreement of the parties of this Contract.

J. Period of Service

Compensation for the Consultant's services as provided elsewhere in this Contract has been agreed to in anticipation of an orderly and continuous progress of the Consultant's services through completion. In this regard, if the services covered by this Contract and as described in each specific Task Order have not been completed within twenty-four (24) months of each specific Task Order date, through no fault of the Consultant, then either the Owner or Consultant may terminate the specific Task Order and the Consultant shall be paid for all services completed, and reimbursed for all costs directly related to such specific Task Order as approved by Owner.

K. Funding Out Clause.

Notwithstanding any contrary provision of this agreement, each payment obligation of the City created by this agreement is conditioned upon the availability of funds that are appropriated or allocated by the Amarillo City Council for the payment of the product of functionally similar products. If sufficient funds are not allocated and available for any subsequent fiscal year (October 1 to September 30) during the term of this agreement, the City may terminate this agreement or reduce its obligation to match the appropriated funding. The City shall notify the vendor that funds have not been appropriated by the City Council at the earliest possible time and this agreement will terminate or be reduced at the beginning of the fiscal year for which no funds or reduced funds have been appropriated by the City Council. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination or reduction under this section. This provision shall not be construed so as to permit the City to terminate or reduce this agreement in order to purchase, lease or rent similar equipment from another entity.

V. **MISCELLANEOUS PROVISIONS**

A. Ownership of Instruments of Service

All data, documents, and electronic media including original plans, specifications, reports, maps, basic survey notes and sketches, charts, and computations prepared under the terms of the Contract shall be delivered to and become the property of the Owner. In the event any of the above documents are re-used by the Owner, the nameplates will be removed and the Consultant will be released of subsequent liabilities. There shall be no legal limitations upon the Owner in the subsequent use of plans or ideas developed in this project and incorporated in the preliminary or final reports or plans for the subsequent preparation of construction plans.

B. Changes in Scope of Services

The Owner may, from time to time, request changes in the scope of services of the Consultant to be performed as outlined in each Task Order. Such changes shall be incorporated in written amendments to the specific Task Order. When there is a change in the scope, complexity, or character of the services performed, the specified fees as listed in the specific Task Order under this Contract will be reappraised. If the Consultant believes that it has been asked to perform work beyond the scope of services covered by a Task Order under this Contract, they shall promptly notify the Owner, in writing, of their intention to make claim for such extra compensation. The Consultant shall proceed with work under Contract and parties will negotiate a supplemental agreement to the specific Task Order.

C. Record Documents

Upon completion of the work as outlined in each specific Task Order, the Consultant shall compile for and deliver to the Owner one set of Record Documents and electronic data files conforming to the marked up prints, drawings, and other data furnished to the Consultant by the Contractor. This set of Record Documents and electronic data files will show the reported location of the work and significant changes made during the construction process. Because these Record Documents are based on unverified information provided by other parties, which will be assumed reliable, the Consultant cannot and does not warrant the accuracy of information provided by others.

D. Extra Work

If the Consultant is of the opinion that any work it has been directed to perform is beyond the scope of a specific Task Order, and constitutes "Extra Work," it shall promptly notify the Owner in writing to that effect. In the event that the Owner determines that such work does constitute "Extra Work," the Owner shall provide extra compensation to the Consultant upon the basis of a negotiated fixed fee to be calculated as described in the specific Task Order under this Contract. Unless written approval for "Extra Work" has been secured in advance from the Owner, no claims will be allowed.

E. Suspension and Termination of Contract

1. In the event of the death of any member or partner of the Consultant's firm, the surviving member shall complete the work as described in each Task Order under this Contract, unless otherwise mutually agreed upon by the Owner and the survivors.
2. In the event Consultant fails to comply with any provisions of this Contract and/or Task Order under this Contract, or if the progress or quality of the work is unsatisfactory, Owner may serve written notice thereof upon Consultant, and if Consultant neglects within a period of twenty (20) days thereafter to commence and thereafter complete to satisfaction of Owner its efforts to correct such failure, Owner may terminate the Contract and/or Task Order under this Contract, upon written notice to Consultant. Upon such termination, Consultant shall cease its performance of this Contract and shall deliver to Owner all completed or partially completed satisfactory work and

Owner shall pay to Consultant the amount due for such satisfactory work up until the time of notice, unless additional billing is authorized in writing by Owner.

3. Owner reserves the right to terminate this Contract and Task Orders under this Contract, in the event it shall abandon or indefinitely postpone a specific project as defined in the Task Orders. Such termination shall be accomplished by written notice to that effect delivered to Consultant. Upon receipt of such notice, Consultant shall immediately cease work and deliver to Owner all completed or partially completed work. Payment to Consultant shall be made for work performed prior to receipt by Consultant of such termination notice, together with Consultant's costs authorized by the Owner for closing down its work, and Consultant shall have no claim for loss of anticipated profits or any additional compensation.
4. In the event the Owner, for fault on the part of the Consultant, terminates the Contract and Task Orders under this Contract, the Consultant shall be paid only for work satisfactorily performed and delivered up to the date established by the termination notice. After audit of the Consultant's actual costs to the date established by the Owner in the termination notice and after determination by the Owner of the amount of work satisfactorily performed, the Owner shall determine the amount to be paid the Consultant.
5. Owner also reserves the right to terminate this Contract and Task Orders under this Contract for convenience by the Owner effective upon thirty (30) days' written notice to the Consultant.
6. The right is reserved by the Owner to suspend this Contract and the Task Orders under this Contract at any time. Such suspension may be effected by the Owner by giving the Consultant written notice, and will be effective as of the date established in the suspension notice. Payment for the Consultant's services will be made by the Owner to the date established in the suspension notice in accordance with Paragraph 2 above. The Consultant shall perform no billable services after the date of suspension given in the notice.
7. Should the Owner wish to reinstate the work after notice of suspension, such reinstatement may be accomplished by thirty (30) days' written notice within a period of one (1) year after such suspension, unless this period be extended by written consent of the Consultant.
8. Unless this Contract and the Task Orders under this Contract have been terminated prior to the completion of the work as hereinbefore provided, this Contract and the Task Orders under this Contract shall not be considered terminated upon completion and acceptance of the work, or upon final payment therefore, but shall be considered to be in full force and effect for the purpose of requiring the Consultant to make such revisions or corrections in the work as are necessary to correct errors made by the Consultant in the work or for the purpose of having the Consultant make revisions in the work at the request of the Owner as "Extra Work."

F. Standard of Care and General Compliance with Laws



Services provided by the Consultant under this Contract and the Task Orders under this Contract will be performed and delivered to a standard of care exercised by competent, knowledgeable, trained, and experienced professionals; and in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. The Consultant shall exercise usual and customary professional care in his or her efforts to comply with all local, state, and federal codes, regulations, laws, statutes, etc. in effect as of the date of this Contract.

In the event of a change in laws, regulations, et. al., of which the Consultant becomes aware and which the Consultant believes affects work for the Owner, the Consultant shall inform the Owner of the change and its impact on work already done or to be done, fees and costs involved, and scheduling. If either the Owner or the Consultant believes the change requires a renegotiation of this Contract or the Task Orders under this Contract both the Owner and the Consultant agree to bargain promptly and in good faith, to permit the Consultant to continue to meet the Owner's needs. If a renegotiated contract and/or the Task Orders under this Contract cannot be agreed to, the Owner and Consultant mutually agree to termination of this Contract and/or the Task Orders under this Contract.

The Consultant shall provide appropriate notification of proposed construction to the FAA in accordance with Federal Aviation Regulations Part 157.

The provisions of this Contract are solely for the benefit of the parties and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

G. Subletting, Assignment, or Transfer (Subcontracting)

Subletting, assignment, or transfer of all or part of the interest of the Consultant is prohibited unless written consent is obtained from the Owner.

The Consultant may subcontract such professional or technical assistance as he shall deem necessary, provided that the Consultant shall remain fully responsible hereunder (as covered by the indemnification clauses in each subcontract), and provided further that such subcontract shall first be approved by the Owner and further that such subcontractor must comply with all provisions of this Contract and/or with the Task Orders under this Contract.

H. Forbidding the Use of Outside Agents

The Consultant warrants that they have not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Contract and/or the Task Orders under this Contract, and that they have not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Contract and/or the Task Orders under this Contract. For breach or violation of this warranty, the Owner shall have the right to annul this Contract without liability or, at its discretion to deduct

from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

I. Employment of Owner or FAA

The Consultant shall not engage the services of any person or persons then in the employ of the Owner or FAA for work covered by this Contract and/or the Task Orders under this Contract, without the written consent of the employers of such persons.

J. Personnel

1. The Consultant represents that they have, or will secure at their own expense, all personnel required in performing the services under this Contract and the Task Orders under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Owner, except those Owner's personnel assigned to the project under the agreed upon terms.
2. All services required hereunder will be performed by the Consultant or under his or her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

K. Nondiscrimination

In connection with the performance of work under this Contract and the Task Orders under this Contract, the Consultant agrees not to discriminate against any employee or applicant for employment because of race, sex, religion, color, or national origin. The Consultant will take affirmative action to ensure the applicants are employed, and that employees are treated during employment, without regard to their race, sex, religion, color, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause.

L. Noncollusion Clause

Neither the Consultant, nor anyone in the employment of the Consultant has employed any person to solicit or procure this Contract nor will the Consultant make any payment or agreement for payment of any compensation in connection with the procurement of this Contract.

Furthermore, there is no contract, agreement or arrangement, either oral or written, expressed or implied, contemplating any division of compensation for services rendered under this Contract, or participation therein, directly or indirectly, by any other person, firm or corporation.

Furthermore, neither the Consultant nor anyone in the employment of the Consultant has either directly or indirectly entered into any agreement, participated in any collusion or otherwise take any action in restraint of free competitive bidding in connection with this Contract.

M. Opinions of Probable Cost

Opinions of probable project cost, construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs provided for in the Task Orders which will become a part hereof, are to be made on the basis of the Consultant's experience and qualifications and represent the Consultant's best judgment as an experienced and qualified design professional. It is recognized, however, that the Consultant does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or the contractor's methods of determining their prices, and that any evaluation of any facility to be constructed, or reacquired, or work to be performed on the basis of the Consultant's cost opinions, must of necessity, be speculative until completion of construction or acquisition. Accordingly, the Consultant cannot and does not guarantee that bids or actual construction and/or acquisition costs will not substantially vary from opinions, evaluations, or studies submitted by the Consultant to the Owner hereunder.

N. Indemnification of Owner

**The Consultant agrees, to the fullest extent permitted by law, to defend, indemnify and hold the Owner, and its employees, harmless from any and all damage, liability or cost, including reasonable attorney fees, interest and costs of defense, arising out of the Consultant's acts in the performance of services under this Contract and any Task Orders under this Contract and those of its subconsultants or anyone for whom the Consultant is legally liable.**

The Consultant is not obligated to indemnify the Owner in any manner whatsoever for the Owner's own negligence.

O. Insurance

The Consultant shall provide and maintain Professional Liability, Errors, and Omissions and liability insurance to protect and indemnify the Owner from claims or suits in connection with errors or omissions in the work which is the subject of this Contract and the Task Orders under this Contract, and in accordance with the above Section N, "Indemnification of Owner". Additionally, the Consultant shall provide and maintain during the life of this Contract Public Liability and Property Damage Insurance so as to protect and indemnify the Owner as provided above, for such covered claims or suits in connection with the work, which is the subject of this Contract and the Task Orders under this Contract, and in accordance with the above Section N, "Indemnification of Owner". The Consultant shall furnish to the Owner certificates issued by insurance companies authorized to do business in the state of Texas acceptable to the Owner, with a Best Rating of B+ or better, showing policies carried and limits covered as follows:

1. \* Professional Liability, Errors, and Omissions Insurance with a minimum stated coverage of \$1,000,000.

If this coverage is written on claims made basis, the Certificate of Insurance must clearly state coverage is on a claims made basis and coverage must remain in effect for at least two (2) years after final payment with the Consultant furnishing the Owner satisfactory evidence of continuation of insurance at final payment and one (1) year thereafter.

2. \* Worker's Compensation and Employer's Liability and the limits required by the statutes of Texas.
3. Comprehensive General Liability Coverage and Contractual Liability Insurance as applicable to the Consultant's obligations. Said insurance with limits not less than:

|                                   |   |
|-----------------------------------|---|
| Personal Injury                   | \$1,000,000 each person<br>and<br>\$1,000,000 each accident |
| Property Damage                   | \$1,000,000 each accident                                   |
| 4. Automobile Liability Insurance | \$1,000,000 each person<br>and<br>\$1,000,000 each accident |

5. In the event of any material change, non-renewal, or cancellation of any policy, Consultant's insurance company will give Owner thirty (30) days prior written notice of such changes or cancellation. In addition to that specified above, the insurance carried by the Consultant shall include a specific endorsement naming the Owner as an additional insured for all liability arising out of the Consultant's work or operations under this Contract. The Owner shall not be endorsed as additional insureds on the items noted with an asterisk, however the Worker's Compensation insurance shall include a Waiver of Subrogation in favor of Owner.

P. Records

All records kept and maintained by the Consultant shall show actual time devoted and costs incurred for this Contract and the Task Orders under this Contract.

Q. Construction Progress Reports

The Consultant shall complete construction progress reports where the Contract period exceeds one (1) month in duration. These reports may be forwarded to the Owner or FAA at their request.

R. Patents

**The Consultant agrees to defend, save, keep, bear harmless, and fully indemnify the Owner and all its employees or agents from damages, costs, or**

**expenses in law and equity, that may arise, or be set up, for infringement of the patent rights of any person or persons in consequence of the use by the Owner or by any of its employees or agents, for articles supplied by Consultant for Owner's use under this Contract.** The Owner will give to the Consultant prompt notice in writing of any suit or proceeding and provide the Consultant all information, assistance, and authority available.

S. Engineer's Certification on Plans

The Consultant shall endorse the completed plans and report prepared under this Contract and the Task Orders under this Contract and shall affix thereto the seal of a registered professional engineer, licensed to practice in the State of Texas.

T. Titles/No Partnership

The titles, such as for Sections, Paragraphs, or Parts, used in this Contract are for general reference only and are not part of the Contract.

Nothing contained in this Contract will be deemed or construed so as to create the relationship of employer-employee, principal-agent, joint ventures, or partners between Owner and Consultant, and they are and will remain independent contractors one as to the other.

U. Notices

All notices required by law or by this Contract and/or the Task Orders under this Contract to be given to the Consultant must be written and may be given personally or by depositing the same in the United States mail, postage prepaid, and addressed to the Consultant at such premises and at the following address:

RS&H, INC.  
4835 LBJ Fwy  
Suite 800  
Dallas, TX 75244  
Attention: Steve Creamer

with a copy to:

RS&H, INC.  
10748 Deerwood Park Boulevard South  
Jacksonville, Florida 32256  
Attention: Legal Department

All notices required or permitted to be given to the Owner hereunder shall be given by United States mail, postage prepaid, and addressed to:

Director of Aviation  
Rick Husband Amarillo international Airport  
10801 Airport Blvd.  
Amarillo, TX 79111

Notice shall be deemed given as of the date said notice is deposited in the mail or personally delivered. The parties must notify each other promptly in the event of a change in name or address.

V. Controlling Law

This Contract is to be governed by the laws of the State of Texas with venue in Potter County, Texas.

W. Survival

All express representations and indemnifications made in or given in the Contract will survive the completion of all services of the Consultant under this Contract or the termination of this Contract for any reason.

X. Severability

Any provision or part of this Contract held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Owner and the Consultant, who agree that the Contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their proper officials thereunto duly authorized as of the dates below indicated:

**CONSULTANT:**

RS&H, Inc.

DocuSigned by:  
By: Lisa M. Robert

Date: 11/19/2019

**OWNER:**

**City of Amarillo**

By: \_\_\_\_\_  
Jared Miller, City Manager

Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Frances Hibbs, City Secretary

**Attachments:**

1. Sample Task Order
2. Company Rate Schedule
3. Owner's Responsibility
4. Required Federal Clauses for Professional Services Contracts
5. Duties, Responsibilities, and Limitations of Authority of Resident Project Representative
6. Standards for Construction Observation Services
7. Expenses Addendum to Agreement for Consultant Services

**ATTACHMENT NO. 1  
(SAMPLE TASK ORDER)**

TASK ORDER NO. \_\_\_\_\_

In accordance with Section III, paragraph A of the Contract between Owner and Consultant for Professional Services dated \_\_\_\_\_, 201\_ ("Contract"), Owner and Consultant agree as follows:

**Specific Project Data**

A. Title: \_\_\_\_\_

B. Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**1. Services of Consultant**

(Incorporate applicable scope of services information)

**2. Owner's Responsibilities**

(Incorporate applicable information)

**3. Times for Rendering Services**

| <u>Phase</u> | <u>Completion Date</u> |
|--------------|------------------------|
| _____        | _____                  |
| _____        | _____                  |
| _____        | _____                  |

**4. Payments to Engineer**

**METHOD OF PAYMENT, LUMP SUM:**

The total compensation for services identified under Section 1 of the Task Order shall be \$\_\_\_\_\_ based on the following distribution:

| PHASE              | COMPENSATION |
|--------------------|--------------|
| Study and Report   |              |
| Preliminary Design |              |
| Final Design       |              |
| Bidding            |              |
| <b>Total</b>       |              |



**METHOD OF PAYMENT, STANDARD HOURLY RATES:**

- 1. The Standard Hourly Rates shall be as shown on Attachment No. 2 to the Contract, in accordance with Section IV, Paragraph A.
- 2. The total compensation for services identified under Section 1 of the Task Order will be \$ \_\_\_\_\_ based on the following distribution:

| PHASE            | COMPENSATION |
|------------------|--------------|
| Study and Report |              |
| Special Services |              |
| <b>Total</b>     |              |

Approval and Acceptance: Approval and Acceptance of this Task Order, including the attachments listed above, shall incorporate this document as part of the Contract. Consultant is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is \_\_\_\_\_.

**OWNER:**

**CONSULTANT:**

City of Amarillo

\_\_\_\_\_

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Designated Representative for Task Order:

Designated Representative for Task Order:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

## **ATTACHMENT NO. 2**

### **COMPENSATION**

Hourly rates for work performed under this contract shall be billed at the raw rate of the employee multiplied by an agreed upon multiplier. This multiplier shall be based upon the audited overhead rate and profit.

### **REIMBURSABLE EXPENSES**

1. All materials and supplies used in the performance of work on this project will be billed at cost.
2. Charges for outside services such as soils and materials testing, fiscal, legal will be billed at their invoice cost.
3. All other direct expenses will be invoiced at cost.
4. Refer to attached Expenses Addendum to Agreement for additional reimbursement rates

**ATTACHMENT NO. 3**  
**OWNER'S RESPONSIBILITY**

- A. To permit the Consultant to perform the services required hereunder, the Owner shall supply in proper time and sequence the following at no expense to the Consultant:
1. Designate in writing, a person to act as the Owner's representative with respect to the services to be rendered under this Contract. Such person shall have authority to transmit instructions, receive instructions, receive information, interpret and define the Owner's policies with respect to the Consultant's services.
  2. Furnish, as required for performance of the Consultant's services (except to the extent provided otherwise in Attachment No. 1 or in future Task Orders), data prepared by or services of others, including without limitation, core borings, probings and subsurface explorations, hydrographic and geohydrologic surveys, laboratory tests, and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed, and other land use restriction; and other special data not covered in Attachment No. 1 or in future Task Orders.
  3. Provide access to and make all provisions for the Consultant to enter upon publicly-owned property as required to perform the work.
  4. Act as liaison with other agencies to carry out necessary coordination and negotiations; furnish approvals and permits from all governmental authorities having jurisdiction over the Project; and such approvals and consents from others as may be necessary for completion of the Project.
  5. Examine all reports, sketches, drawings, specifications and other documents prepared and presented by the Consultant, obtain advice of an attorney, insurance counselor or others as the Owner deems necessary for such examination and render in writing, decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.
  6. Give prompt written notice to the Consultant whenever the Owner observes or otherwise becomes aware of any development that affects the scope or timing of the Consultant's services or any defect in the work of Construction Contractor(s), Consultants, or the Consultant.
  7. Initiate action, where appropriate, to identify and investigate the nature and extent of asbestos and/or pollution in the Project and to abate and/or remove the same as may be required by federal, state or local statute, ordinance, code, rule, or regulation now existing or hereinafter enacted or amended. For purposes of these General Provisions, "pollution" shall mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, alkalis, chemicals and hazardous or toxic waste. Hazardous or toxic waste means any substance, waste, pollutant or contaminant now

or hereafter included within such terms under any federal, state or local statute, ordinance, code, rule or regulation now existing or hereinafter enacted or amended.

If the Consultant encounters, or reasonably suspects that it has encountered, asbestos, or pollution, including soil contamination in the Project area, the Consultant shall cease activity in said area and promptly notify the Owner who shall proceed as set forth above. Unless otherwise specifically provided in Attachment No. 1 or in future Task Orders, the services to be provided by the Consultant do not include identification of asbestos or pollution, including soil contamination and the Consultant has no duty to identify or attempt to identify the same in the Project area.

8. Provide such inspection services (except to the extent provided otherwise in Attachment No. 1 as the Owner may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code, or order applicable to their furnishing and performing the work.
9. Provide available "record" drawings and specifications for all existing physical plants or facilities, which are pertinent to the Project.
10. Provide other services, materials, or data as may be set forth in Attachment No. 1 or in future Task Orders.

**ATTACHMENT NO. 4**  
**REQUIRED FEDERAL CLAUSES**  
**FOR**  
**PROFESSIONAL SERVICES**  
**CONTRACTS**

**ACCESS TO RECORDS AND REPORTS**

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

**BREACH OF CONTRACT TERMS**

(Reference 2 CFR § 200 Appendix II(A))

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available there under are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

**GENERAL CIVIL RIGHTS PROVISIONS**

(Reference: 49 USC § 47123)

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964. This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

- (a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property.

**CIVIL RIGHTS – TITLE VI ASSURANCES**

**1.1.1. Title VI Solicitation Notice**

(Source: Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

**Title VI Solicitation Notice:**

The City of Amarillo Rick Husband Amarillo International Airport, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

**1.1.2. Title VI Clauses for Compliance with Nondiscrimination Requirements**

(Source: Appendix A of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

**Compliance with Nondiscrimination Requirements**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

**1.1.3. Title VI List of Pertinent Nondiscrimination Authorities**

(Source: Appendix E of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of

1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

#### **CLEAN AIR AND WATER POLLUTION CONTROL**

(Reference: 49 CFR § 18.36(i)(12)) Note, when the DOT adopts 2 CFR 200, this reference will change to 2 CFR § 200 Appendix II(G))

Contractors and subcontractors agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
3. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;



4. To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

#### **CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS**

(Reference: 2 CFR § 200 Appendix II (E))

##### 1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

##### 2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

##### 3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

##### 4. Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

#### **COPELAND "ANTI-KICKBACK" ACT**

(Reference: 2 CFR § 200 Appendix II(D), 29 CFR parts 3 & 5)

The United States Department of Labor Wage and Hours Division oversees the Copeland "Anti-Kickback" Act requirements. All contracts and subcontracts must meet comply with the Occupational Safety and Health Act of 1970.

United States Department of Labor Wage and Hours Division can provide information regarding any specific clauses or assurances pertaining to the Copeland "Anti-Kickback" Act requirements required to be inserted in solicitations, contracts or subcontracts.

**DAVIS-BACON REQUIREMENTS.**

(Reference: 2 CFR § 200 Appendix II(D))

1. Minimum Wages

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division,

Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 2 Withholding.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and

mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Aviation Administration, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5(a)(3)(i) and that such information is correct and complete;

(2) That each laborer and mechanic (including each helper, apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly

from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying or transcription by authorized representatives of the Sponsor, the Federal Aviation Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for

the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

#### 5. Compliance With Copeland Act Requirements.

The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

#### 6. Subcontracts.

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance With Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**DEBARMENT AND SUSPENSION (NON-PROCUREMENT)**

(Reference: 2 CFR part 180 (Subpart C), 2 CFR part 1200, DOT Order 4200.5 DOT Suspension & Debarment Procedures & Ineligibility)

**CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (BIDDER OR OFFEROR)**

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

**CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (SUCCESSFUL BIDDER REGARDING LOWER TIER PARTICIPANTS)**

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.

3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to tell a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedy, including suspension and debarment.

**DISADVANTAGED BUSINESS ENTERPRISE**

(Reference: 49 CFR part 26)

**Contract Assurance (§ 26.13)** - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

**Prompt Payment (§26.29)**- The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than {specify number} days from the receipt of each payment the prime contractor receives from {Name of recipient}. The prime contractor agrees further to return retainage payments to each subcontractor within {specify the same number as above} days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the {Name of Recipient}. This clause applies to both DBE and non-DBE subcontractors.

**FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

(Reference: 29 USC § 201, et seq.)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

| Requirement                                   | Federal Agency with Enforcement Responsibilities  |
|---|---|
| Federal Fair Labor Standards Act (29 USC 201) | U.S. Department of Labor – Wage and Hour Division |

**LOBBYING AND INFLUENCING FEDERAL EMPLOYEES**

(Reference: 49 CFR part 20, Appendix A)

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering



into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

(Reference 20 CFR part 1910)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

| <b>Requirement</b>  | <b>Federal Agency with Enforcement Responsibilities</b>                  |
|---|--|
| Occupational Safety and Health Act of 1970 (20 CFR Part 1910) | U.S. Department of Labor – Occupational Safety and Health Administration |

**RIGHT TO INVENTIONS**

(Reference 2 CFR § 200 Appendix II(F))

All rights to inventions and materials generated under this contract are subject to requirements and regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

**TERMINATION OF CONTRACT**

(Reference 2 CFR § 200 Appendix II(B))

- a. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
- b. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.
- c. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor is liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.

d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination will be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.

e. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

#### **TRADE RESTRICTION**

(Reference: 49 CFR part 30)

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);

b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;

c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances. This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

#### **VETERAN'S PREFERENCE**

(Reference: 49 USC § 47112(c))

In the employment of labor (except in executive, administrative, and supervisory positions), preference must be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Title 49 United States Code, Section 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

#### **PROHIBITION ON HUMAN TRAFFICKING**

The Rick Husband Amarillo International Airport condemns all forms of human trafficking including the commercial sexual exploitation of children. The Airport believes that the protection of children from sexual exploitation is a moral imperative and socially responsible business policies and practices must reflect this principle. The Airport will strictly comply with all applicable laws and regulations regarding the prevention of human trafficking and the commercial sexual exploitation of children, including the prevention of the use of its premises for such exploitation. . All Airport tenants, contractors and subcontractors shall adhere to all Airport policies and applicable laws and regulations regarding the prevention of human trafficking and the commercial sexual exploitation of children.

**ATTACHMENT NO. 5**

**DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY  
OF  
RESIDENT PROJECT REPRESENTATIVE**

**A. General.**

Resident Project Representative is Consultant's Agent and will act as directed by and under the supervision of Consultant also referred to in this Attachment as Engineer, and will confer with Consultant regarding their actions. Resident Project Representative's dealings in matters pertaining to the on-site work shall in general be only with Consultant and Contractor, and dealings with subcontractors shall only be through or with the full knowledge of Contractor. Written communication with Owner will only be through or as directed by Consultant.

**B. Duties and Responsibilities.**

Resident Project Representative will:

1. *Schedules*: Review the progress schedule, schedule of Shop Drawing submissions, and schedule of values prepared by Contractor and consult with Consultant concerning their acceptability.
2. *Conferences*: Attend preconstruction conferences, arrange and schedule progress meetings, and other job conferences as required in consultation with Consultant and notify those expected to attend in advance. Attend meetings and maintain and circulate copies of minutes thereof.
3. *Liaison*:
  - a. Serve as Consultant's liaison with Contractor working principally through Contractor's superintendent and assist him in understanding the intent of the Contractor documents. Assist Consultant in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-site operations.
  - b. As requested by Consultant, assist in obtaining from Owner additional details or information, when required at the job site for proper execution of the work.
4. *Shop Drawings and Samples*:
  - a. Receive and record date of receipt of Shop Drawings and samples, receive samples which are furnished at the site by Contractor, and notify Consultant of their availability for examination.
  - b. Advise Consultant and Contractor or its superintendent immediately of the commencement of any work requiring a Shop Drawing or sample submission if the submission has not been approved by Consultant.
5. *Review of Work, Rejection of Defective Work, Inspections, and Tests*:
  - a. Conduct on-site observations of the work in progress to assist Consultant in determining if the work is proceeding in accordance with the Contract documents and that completed work will conform to the Contract documents.

- b. Report to Consultant whenever he believes that any work is unsatisfactory, faulty or defective or does not conform to the Contract documents, or does not meet the requirements of any inspections, tests or approval required to be made or has been damaged prior to final payment and advise Consultant when they believe work should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.
  - c. Verify that tests, equipment and systems startups, and operating and maintenance instructions are conducted as required by the Contractor documents and in the presence of required personnel and that Contractor maintains adequate records thereof, observe, record, and report to Consultant appropriate details relative to the test procedures and startups.
  - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the project, record the outcome of these inspections, and report to Consultant.
  - e. Advise the Contractor, the Airport Director of Aviation, Deputy Director or Facilities Supervisor, , and/or the FAA of safety concerns noted during construction operations.
6. *Interpretation of Contract Documents:* Transmit to Contractor Consultant's clarifications and interpretations of the Contract documents.
7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in drawings or specifications and report them with recommendation to Consultant.
8. *Records:*
  - a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples submissions, reproductions of original Contract documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the Contract. Consultant's clarifications and interpretations of the Contract documents, progress reports, and other project-related documents.
  - b. Keep a diary or log book, recording hours on the job site, weather conditions, data relative to questions of extras or deductions, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures. Send copies to Consultant.
  - c. Record names, addresses, and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.
9. *Reports:*
  - a. Furnish Consultant periodic reports as required of progress of the work and Contractor's compliance with the approved progress schedule and schedule of Shop Drawing submissions.

- b. Consult with Consultant in advance of scheduled major tests, inspections, or start of important phases of the work.
  - c. Report immediately to Consultant upon the occurrence of any accident.
10. *Payment Requisitions*: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward those with recommendations to Consultant, noting particularly their relation to the schedule of values, work completed and materials and equipment delivered at the site but not incorporated in the work.
11. *Certificates, Maintenance, and Operation Manuals*: During the course of the work, verify that certificates, maintenance, and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and deliver this material to Consultant for their review and forwarding to Owner prior to final acceptance of the work.
12. *Completion*:
- a. Before Consultant issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
  - b. Conduct final inspection in the company of Consultant, Owner, and Contractor and prepare a final list of items to be completed or corrected.
  - c. Verify that all items on final list have been completed or corrected and make recommendations to Consultant concerning acceptance.

**C. Limitations of Authority.**

Except upon written instructions of Consultant, Resident Project Representative:

- 1. Shall not authorize any deviation from the Contract documents or approve any substitute materials or equipment.
- 2. Shall not exceed limitations on Consultant's authority as set forth in the Contractor documents.
- 3. Shall not undertake any of the responsibilities of Contractor, subcontractors, or Contractor's superintendent, or expedite the work.
- 4. Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences, or procedures of construction unless such is specifically called for in the Contract documents.
- 5. Shall not advise on or issue direction as to methods of eliminating safety concerns noted in connection with the work.
- 6. Shall not authorize Owner to occupy the Project in whole or in part.

7. Shall not participate in specialized field or laboratory tests, with the exception of nuclear density testing and fresh concrete testing, as required by the specification or directed by the Consultant.

## ATTACHMENT NO. 6

### STANDARDS FOR CONSTRUCTION OBSERVATION SERVICES

Minimum Qualifications for Personnel, Equipment, and Facilities to be provided by the Consulting Engineering Firm responsible for Construction Observation Services to verify that the construction is in general accordance with the approved plans and specifications.

#### I. Scope

The Consulting Engineering Firm (Engineer) shall provide Construction Observation Services for the project described in the basic portion of this document. The Engineer will be required to furnish material, provide qualified personnel and equipment; perform required tests; and submit the reports described herein. The purpose of these services is to verify that the project is being constructed in compliance with the approved plans and specifications.

#### II. Laboratory Building, Equipment, and Contract Documents

- A. The Engineer shall assure that a facility suitable for use as a field office and laboratory is provided for in the construction contract documents.
- B. The Engineer shall assure that equipment required for surveying, material testing, and project inspection is provided for in the construction contract specifications.
- C. The Engineer shall assure that approved plans and/or specifications are available to construction observation and testing laboratory personnel employed by the Engineer or working under contract with the Consultant.

#### III. Project Consultant

- A. The Project Engineer shall be a Professional Engineer, licensed in the state where construction takes place (or a reciprocal state), and shall have overall responsibility for construction observation of the project and confirm to the Owner that the construction is in accordance with the approved plans and specifications. The Engineer shall be on the project site at the beginning of any critical operations and shall supervise all additional construction observation personnel (Critical operations shall be specifically defined in the COP). The Engineer shall have authority to make decisions regarding the project, subject to approval of the Owner and the FAA. Official project documents (i.e. change orders, inspection reports, etc.) shall always be signed by the Project Engineer. Documents shall also be signed by the appropriate construction observer if the Project Engineer is not on site to observe operations. Unless otherwise approved by the FAA, the Project Engineer shall meet the following minimum requirements:

Earthwork - 3 years experience in earthwork construction.

Base and Subbase - 3 years experience in base and subbase construction.



Concrete or Asphalt - 5 years experience in airport or highway pavement construction.

- B. During construction operations which require observation or testing, either the Project Engineer or a qualified construction observer shall be on the project site. Qualifications for construction observation personnel are outlined in the appropriate sections.

#### **IV. Testing Laboratory**

- A. The laboratory furnishing testing services for the project shall be tested for proficiency by a nationally recognized accreditation program i.e. AASHTO, NVLAP or A2LA. [NOTE: If a testing laboratory can show evidence that it has applied for and paid necessary fees to an acceptable laboratory accreditation program, such evidence may satisfy this requirement.] The laboratory shall only be required to have accreditation for tests required in the project.
- B. Testing functions occurring in the field such as density testing, material sampling, or specimen preparation may be performed by accredited laboratory personnel or other qualified personnel. The minimum qualifications for Field Testing Personnel are outlined under Part VII. For areas not covered under Part VII, field testing personnel shall have as a minimum, one (1) year of experience with the appropriate material and construction methods.

#### **V. Construction Observation Program**

- A. At least a minimum of ten (10) days prior to the pre-construction meeting the Engineer shall submit a COP to the FAA for approval. [NOTE: An approved COP will be required prior to FAA authorization to issue Notice to Proceed.] The COP shall detail the measures and procedures to be used by the Engineer to comply with quality assurance provisions of the construction contract, including, but not limited to, all quality assurance provisions and tests required by the project specifications. The program shall include the following items as a minimum:
  - 1. Name of the person representing the Owner who has overall responsibility for [construction] contract administration for the project and the authority to take necessary actions to comply with the Contract.
  - 2. Names of testing laboratories and a certificate of accreditation indicating proficiency in specific test standards.
  - 3. Names of other engineering firms with quality assurance responsibilities for the project including a description of the services to be provided by each firm.
  - 4. List qualifications for the Project Engineer, site inspectors, laboratory personnel, and testing personnel.

5. Listing of all tests required by the [construction] contract specification, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test.
6. Procedures for confirming that:
  - a. Tests are taken in accordance with the approved COP;
  - b. Tests are documented properly;
  - c. Corrective actions/retesting are taken for failed tests;
  - d. Mix designs meet project specifications and Engineer's approval is properly documented;
  - e. Quality and quantity; and
  - f. Reports are transmitted to proper parties.

## **VI. Surveying**

- A. The surveying included in this portion of the engineering Contract is for construction of the project. All field notes and data collected during design will be available to the Project Engineer regardless of who designs the project. The survey party shall consist of a party chief and a qualified survey crew. If property surveying is required, the party chief shall be a registered land surveyor.
- B. Unless otherwise specified in the Contract documents, the Contractor shall be responsible for all construction staking. The Owner's survey personnel shall not be employed by the Contractor. The Owner's survey party shall establish initial vertical and horizontal control points, make spot checks on alignment, verify proper cross sections of the completed pavement layers (subgrade, subbase, base course, and surface course) and verify final cross sections for computing final pay quantities. In the event that the Owner is also responsible for construction staking, the survey party shall be responsible for horizontal layout and vertical control, grade staking, verifying the final grades of the completed subgrade, subbase, base course, and surface course layers and verifying final cross sections for computing final pay quantities.

## **VII. Construction, Observation, and Material Testing**

- A. Subgrade, Subbase, and Base Course Construction Personnel.
  1. Field Construction Observer: The Engineer shall provide at least one (1) on-site construction observer per shift with a minimum of two (2) years experience in earthwork, and aggregate subbase/base course construction. A four (4) year college degree in engineering or a certificate of completion from an acceptable training course may be substituted for up to one (1) year of experience (requires approval by the FAA). If additional assistant construction observers are required they shall have a working knowledge of earthwork and subbase/base coarse construction procedures.
  2. Field Testing Personnel: Unless otherwise required in the construction specifications, field testing personnel shall have a minimum of

one (1) year experience in field testing of subgrade, subbase, and base courses. In lieu of working experience, a certificate of completion from an acceptable training course may be accepted, (requires approval by the FAA).

3. Laboratory Personnel: The supervisor(s) of the main testing laboratory and field laboratory shall have as a minimum two (2) years of prior employment with the official project testing laboratory or other testing laboratories with approved accreditation. The supervisor is ultimately responsible for the testing activity, but need not be present for field sampling or field testing.

B. Bituminous Paving Observation Personnel.

1. Field and Plant Inspectors: The Engineer shall furnish a sufficient number of observers to adequately observe plant and field laydown operations. A minimum of one (1) on-site observer per shift shall have at least five (5) years of experience in the field of bituminous pavement construction. A four (4) year college degree in engineering or a certificate of completion from an acceptable training course may be substituted for up to one (1) year of experience (requires approval by the FAA). Additional assistant observers shall have a working knowledge of the appropriate construction procedures. This includes observers for construction of bituminous seal coats and surface courses.

2. Field Testing Personnel: Unless otherwise required in the construction specifications, field testing personnel shall have a minimum of one (1) year experience in field testing and sampling of bituminous concrete. In lieu of working experience, a certificate of completion from an acceptable training course may be accepted (requires approval by the FAA).

3. Laboratory Personnel: The supervisor(s) of the main laboratory and field laboratory shall have a minimum of two (2) years of supervisory employment with this laboratory or other laboratories with approved accreditation. Additional laboratory personnel shall have a working knowledge of bituminous mixture testing. The supervisor is ultimately responsible for the testing activity, but need not be present for field sampling or field testing.

C. Concrete Paving and Structural Concrete Observation Personnel.

1. Field Observers: The Engineer shall furnish a sufficient number of observers to adequately observe plant and field placement operations. A minimum of one (1) on-site observer per shift shall have at least five (5) years experience in concrete pavement construction. A four (4) year college degree in engineering or a certificate of completion from an acceptable training course may be substituted for up to one (1) year of experience (requires approval by the FAA). The observer shall be on site during the placing, initial sawing and initial curing operations. Additional assistant observers shall have a working knowledge of concrete paving procedures.

2. Field Testing Personnel: Unless otherwise required in the construction specifications, field testing personnel shall have a minimum of one (1) year experience in field testing and sampling of portland cement concrete. In lieu of working experience, a certificate of completion from an acceptable training course may be accepted (requires approval by the FAA).

3. Testing Laboratory Personnel: The supervisor of the main laboratory and field laboratory shall have a minimum of two (2) years of employment with this laboratory or other laboratories that have approved accreditation. Additional laboratory personnel shall have a working knowledge of concrete testing. The supervisor is ultimately responsible for the testing activity, but need not be present for field sampling or field testing.

D. Manufactured Materials.

For manufactured items such as cement, asphalt, steel, lime, etc., the Project Engineer may accept the vendor's certification that the materials meet the specifications or they may require the material to be tested for compliance to the specifications.

E. Report of Test Results to the Contractor.

The Contractor shall be verbally notified of the test results immediately after the tests have been completed. The information shall include the results of the tests and any payment deductions due to substandard construction materials. In no case shall the Contractor be verbally notified later than four (4) working hours after the test results have been completed. Additional written notification shall be provided to the Contractor within seven (7) days after the tests have been completed.

F. Retesting.

The testing laboratory shall provide written notification to the Owner and the Contractor of additional costs incurred from retesting of failed materials and additional quality assurance tests.

G. Reports.

1. Weekly Reports: Tests reports including types of tests taken, applicable standards, location of tests, tests results (highlighting those tests which fail specification requirements), provisions for failed tests, and specification requirements shall be recorded and filed in a timely and orderly manner and shall be made available for review by the FAA upon request.
2. Final Report: At the end of the job the Project Engineer shall submit a final test and quality control report documenting the results of all tests performed. Those tests that failed or did not meet the applicable test standard shall be highlighted and corrective action/retesting noted. The report shall include

the pay reductions applied and justification for accepting any out-of-tolerance materials.

01/08/2013 CHD

**ATTACHMENT NO. 7**

**EXPENSES ADDENDUM TO AGREEMENT  
FOR CONSULTANT SERVICES**

The Agreement to which this Addendum is attached obligates the City of Amarillo ("CITY") to pay your expenses associated with delivery of services and work product. This Addendum amends the Agreement to state the maximum amounts which CITY will reimburse you for the types of expenses listed. CITY provides quality services on a frugal public budget and we expect the same good stewardship of public funds by professionals with whom CITY contracts.

These expense limitations also apply to consultants, experts, and other third parties whom you may hire. You and others are free to incur any level of cost or luxury desired, but CITY'S obligation to reimburse expenses is capped at the lesser of either actual cost or the maximums stated for each category below. Itemized receipts or accounting are a prerequisite to CITY'S obligation to pay the expenses listed in this Addendum:

**Hotel.** \$124.00 per night inclusive of taxes, or negotiated City rate. City will not pay for room service, Internet, movies, massages, valet parking, telephone calls (except to City personnel on job-related matters), or other hotel services. (In cities over 200,000 population, the rate = \$125.00/night).

**Airfare.** City pays only the lowest available fare for economy e-ticket as shown on the airline's website.

**Rental car.** City will pay the rental and taxes for a compact or mid-size car; no fuel charges, waivers, or insurance fees. A larger vehicle may be authorized for special needs or business necessity.

**Meals.** Actual costs, up to \$35 per day; no alcohol. Without receipts, the per diem is a flat \$3.00 per meal.

**Amenities.** You are solely responsible for the cost of snacks, drinks, flowers, alcohol, etc. that are not necessary for conducting City business. This does not cover food and non-alcoholic beverages used during extended conferences, mediation, etc.

**Business services.** When in Amarillo - You shall use photocopiers, printers, facsimiles, and similar services at CITY'S offices. When outside Amarillo - CITY will pay you the actual cost of such services as evidenced by your receipts.

**Surcharge, Overhead, etc.** CITY does not pay any percentage as "administrative" overhead or other surcharges on expenses.

**Mileage, Tolls and Airport Parking.** City will pay mileage to and from the airport to and from your place of business at the rate set by the Internal Revenue Code for business mileage and the actual cost of tolls and airport parking.

**Exceptions.** You may request an exception by CITY to any of the above limits due to special needs of the case or reasonable accommodation for a disability.

# Amarillo City Council Agenda Transmittal Memo



|                     |                                       |                         |               |
|---------------------|---------------------------------------|-------------------------|---------------|
| <b>Meeting Date</b> | December 3, 2019                      | <b>Council Priority</b> | Bet Practices |
| <b>Department</b>   | City Manager                          |                         |               |
| <b>Contact</b>      | Floyd Hartman, Assistant City Manager |                         |               |

### Agenda Caption

**DISCUSSION AND CONSIDERATION OF ORDINANCE NO. 7828:**  
 This item is the first reading of an ordinance amending the Amarillo Municipal Code, Chapter 16-5-50, Article III, which authorizes the operation of golf carts on streets in the Central Business District (amending Ordinance No. 7782) to remove the sunset provision of the existing ordinance that provides a permit system for the use of golf carts to transport passengers among certain downtown facilities and venues.

### Agenda Item Summary

The original ordinance included a sunset clause of December 31, 2019 with a commitment to evaluate the program prior to the end of 2019. The program has proven to be an effective method for private service delivery.

### Requested Action

Staff is recommending approval of this ordinance to remove the sunset clause.

### Funding Summary

The current ordinance provides and administrative fee of \$20.00. Staff is not recommending any change of fee.

### Community Engagement Summary

The program appears to be meeting the original stakeholders needs as structured.

### Staff Recommendation

Staff is recommending approval of this ordinance to remove the sunset clause.

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: AMENDING THE AMARILLO MUNICIPAL CODE, CHAPTER 16-5, ARTICLE III, TO REPEAL SECTION 16-5-50 RELATED TO OPERATING GOLF CARTS IN DOWNTOWN; PROVIDING FOR REPEALER AND AN EFFECTIVE DATE.

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WHEREAS, by a previous ordinance, the City Council established standards for the operation of golf carts on public streets in the downtown Central Business District; and

WHEREAS, that previous ordinance provided a sunset clause, codified in Section 16-5-50 of the Amarillo Municipal Code of Ordinances, which the City Council now desires to repeal, thereby leaving the adopted regulations in place as a regular provision in the Code of Ordinances;

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

**SECTION 1.** The Amarillo Municipal Code, Chapter 16-5, Article III, be and hereby is amended in part as follows: Section 16-5-50 is hereby REPEALED; and, such numbered section shall be labeled as “RESERVED.”

**SECTION 2.** Repealer. All ordinances and resolutions, or parts thereof, in conflict with this ordinance are hereby repealed to the extent of conflict with this ordinance.

**SECTION 3.** Effective Date. This ordinance shall be effective ten upon final adoption.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_; and PASSED on Second and Final Reading the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Ginger Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Frances Hibbs, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Bryan S. McWilliams, City Attorney



C

# Amarillo City Council Agenda Transmittal Memo



|                     |                  |                         |                                     |
|---------------------|------------------|-------------------------|-------------------------------------|
| <b>Meeting Date</b> | December 3, 2019 | <b>Council Priority</b> | Regular Agenda item –Public Hearing |
|---------------------|------------------|-------------------------|-------------------------------------|

|                   |  |
|-------------------|--|
| <b>Department</b> | Planning and Development Services<br>Cris Valverde - Assistant Director of Planning and Development Services |
|-------------------|--|

## Agenda Caption

Public hearing and reading of an ordinance rezoning a 102.39 acre tract of unplatted land in Section 61 and 62, Block 2, AB&M Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Agricultural District to Planned Development District 325A for an industrial park and associated uses.  
(Vicinity: NE 24th Ave. and Folsom Rd)

## Agenda Item Summary

### Area Characteristics

Adjacent to zoning consists of General Retail District, Residential District 3, and Agricultural District to the north, Planned Development District 325 to the west, Agricultural District to the east, and Light Industrial District 1 to the south.

Adjacent land uses consist of undeveloped land in all directions.

### Proposal

The applicant is requesting a change in zoning in order to expand the existing Planned Development District to the west to encompass this particular area to allow for commercial and industrial land uses.

### Analysis

Analysis of zoning change request begins with referring to the Comprehensive Plan's Future Land Use and Character Map, this map identifies recommended future land uses. Additionally, staff considers what impact on area existing zoning and development patterns.

As presented, development standards of the Planned Development are proposed as follows:

#### Land use/s:

##### Allowed land uses:

Any use allowed within a Heavy Industrial District

##### Prohibited land uses:

No slaughter house, storage of livestock and/or live animals, no use which negatively impacts the business park or neighboring areas via offensive odor, fumes, dust, smoke, noise, pollution or which constitutes a nuisance or hazard.

In no event shall any land be used for adult entertainment of any kind.

#### Miscellaneous:

All other development standards shall comply with Heavy industrial District.

When comparing the above development standards, more in particular the allowed and prohibited land uses, it was the Planning Commission's opinion that the rezoning request is consistent with the adopted 2010 Comprehensive Future Land Use and Character Map, which recommends "Industrial" land uses for the area.

Regarding the existing land use and zoning pattern, although there is non-residential zoning to the north, it is the Planning Commissioner's opinion that with existing industrial zoning to the south and west in addition to other non-residential zoning (General Retail), the expansion of the existing planned development would not be inconsistent with area zoning and development patterns.

Considering all the above, the Planning and Zoning Commission believes the applicant's request provides sufficient safeguards, by way of development standards, that attempt to mitigate any negative impact on surrounding property. Additionally, Planning Commissioners believe that should this request be approved, the expansion of the existing planned development represents a logical continuation of non-residential zoning in the area.

#### **Requested Action/Recommendation**

Staff notified all property owners within 200 feet of the rezoning request as required and at the time of this writing, the Planning Department has received a comment regarding the expansion of Planned Development 325 eastward. The area property owner who owns the residentially zoned lots to the north, expressed concerns with possible nuisance odors and noise with any non-residential development in the area. During the Planning and Zoning Commission meeting, it was relayed to the property owner that there are provisions that take into account nuisance activates as well the prohibition of certain land uses.

The land owner was appreciative of these standards being included in the planned development and stated that those concerns were addressed by doing so. However, the property owner did still have some concern with the potential lowering of his property values upon expansion and development of the existing business/industrial park.

Taking all the above into account, the Planning and Zoning Commission was of the opinion that the applicant's request is appropriate and recommends approval as presented.

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF AMARILLO, TEXAS: PROVIDING FOR SPECIFIED CHANGES IN THE OFFICIAL ZONING MAP OF THE CITY OF AMARILLO, TEXAS; PROVIDING FOR CHANGE OF USE DISTRICT CLASSIFICATION OF SPECIFIED PROPERTY IN THE VICINITY OF NORTH EAST TWENTY FORTH AVENUE AND FOLSOM ROAD, POTTER COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council adopted the "Amarillo Comprehensive Plan" on October 12, 2010, which established guidelines in the future development of the community for the purpose of promoting the health, safety, and welfare of its citizens; and

**WHEREAS**, the Amarillo Municipal Code established zoning districts and regulations in accordance with such land use plan, and proposed changes must be submitted to the Planning and Zoning Commission; and

**WHEREAS**, after a public hearing before the Planning and Zoning Commission for proposed zoning changes on the property hereinafter described, the Commission filed its final recommendation and report on such proposed zoning changes with the City Council; and

**WHEREAS**, the City Council has considered the final recommendation and report of the Planning and Zoning Commission and has held public hearings on such proposed zoning changes, all as required by law; and

**WHEREAS**, the City Council further determined that the request to rezone the location indicated herein is consistent with the goals, policies, and future land use map of the Comprehensive Plan for the City of Amarillo, Texas.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AMARILLO:**

**SECTION 1.** All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council and are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

**SECTION 2.** The zoning map of the City of Amarillo adopted by Section 4-10 of the Amarillo Municipal Code and on file in the office of the Planning Director is hereby amended to reflect the following zoning use changes:

Rezoning of a 102.39 acre tract of unplatted land in Sections 61 and 62, Block 2, AB&M Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Agricultural District to Planned Development District 325A for an industrial park and associated uses, site plan attached and incorporated herein as Exhibit A, and being further described below:

A 102.39 acre tract of land out of Sections 61 and 62, Block 2, A. B. & M. Survey, Potter County, Texas, and more particularly described as follows:

BEGINNING on the east right-of-way line of Folsom Road which bears N. 00° 11' 53" E. a distance of 28.93 feet and S. 89° 48' 07" E. a distance of 73.34 from the northwest corner of said Section 61 same being the southwest corner of said Section 62 for the most northerly northwest corner of this tract.

THENCE S. 89° 48' 07" E. a distance of 2700.91 feet to the northeast corner of this tract.

THENCE S. 21° 38' 30" W. a distance of 82.55 feet to a corner of this tract.

THENCE S. 46° 24' 25" W. a distance of 49.79 feet to a corner of this tract.

THENCE S. 20° 27' 24" E. a distance of 923.40 feet to the north right-of-way line of the B.N.S.F. Railroad for the southeast corner of this tract.

THENCE S. 69° 29' 25" W., along said north right-of-way line, a distance of 1000.12 feet to a corner of this tract.

THENCE S. 20° 12' 02" E., continuing along said north right-of-way line, a distance of 24.48 feet to a corner of this tract.

THENCE S. 69° 25' 38" W., continuing along said north right-of-way line, a distance of 747.67 feet to a corner of this tract.

THENCE S. 20° 03' 36" E., continuing along said north right-of-way line, a distance of 44.93 feet to a corner of this tract.

THENCE S. 70° 03' 10" W., continuing along said north right-of-way line, a distance of 1419.65 feet to said east right-of-way line of said Folsom Road for a corner of this tract.

THENCE N. 00° 07' 40" E., along said east right-of-way line, a distance of 1629.63 feet to a corner of this tract.

THENCE N. 07° 25' 26" W., continuing along said east right-of-way line, a distance of 442.09 feet to the most westerly northwest corner of this tract.

THENCE N. 90° 00' 00" E. a distance of 43.50 feet to a corner of this tract.

THENCE N. 00° 08' 39" E. a distance of 80.21 feet to the place of BEGINNING and containing 102.39 acres (4,460,283 square feet) of land.

**SECTION 3.** In the event this Ordinance or any part hereof is found to be invalid, such invalidity shall not affect the remaining portions of the Ordinance, and such remaining portions shall continue to be in full force and effect. The Director of Planning is authorized to make corrections and minor changes to the site plan or development documents to the extent that such does not materially alter the nature, scope, or intent of the approval granted by this Ordinance.

**SECTION 4.** All ordinances and resolutions or parts thereof that conflict with this ordinance are hereby repealed, to the extent of such conflict.

**SECTION 5.** This ordinance shall become effective from and after its date of final passage.

**INTRODUCED AND PASSED** by the City Council of the City of Amarillo, Texas, on First Reading on this the 3rd day of December, 2019 and **PASSED** on Second and Final Reading on this the 10th day of December, 2019.

\_\_\_\_\_  
Ginger Nelson, Mayor

ATTEST:

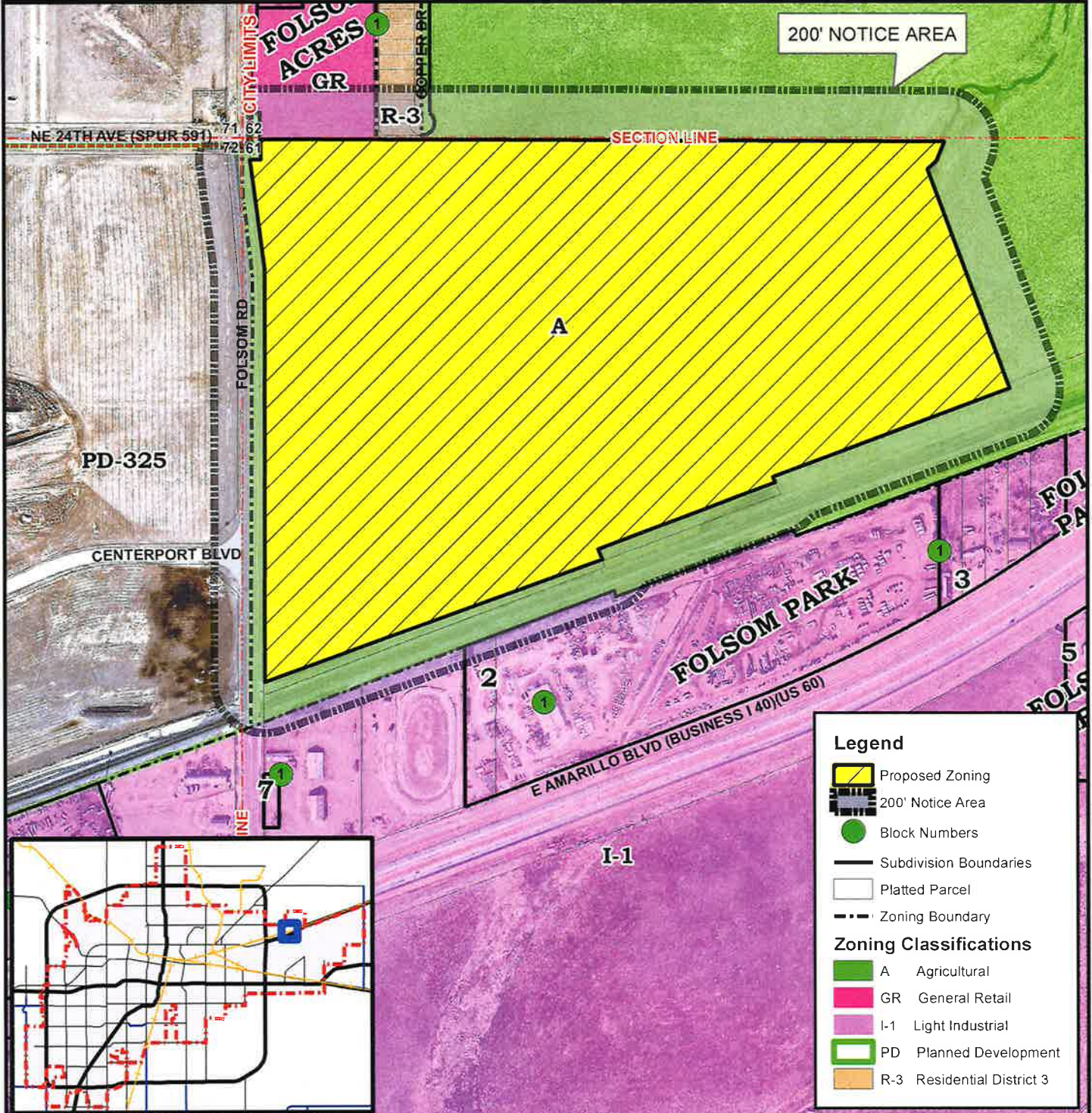
\_\_\_\_\_  
Frances Hibbs, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Bryan McWilliams,  
City Attorney



# REZONING FROM A TO PD



**Legend**

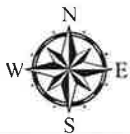
- Proposed Zoning
- 200' Notice Area
- Block Numbers
- Subdivision Boundaries
- Platted Parcel
- Zoning Boundary

**Zoning Classifications**

- A Agricultural
- GR General Retail
- I-1 Light Industrial
- PD Planned Development
- R-3 Residential District 3

## CITY OF AMARILLO PLANNING DEPARTMENT

Scale: 1 inch = 542 feet  
 Date: 10/30/2019  
 Case No: Z-19-21



Rezoning of 102.39 acre tract of land in Section 61, Block 2, AB&M Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Agricultural to Planned Development.

Applicant: OJD Engineering  
 Vicinity: Folsom Rd and NE 24th Ave

AP: U-10

DISCLAIMER: The City of Amarillo is providing this information as a public service. The information shown is for information purposes only and except where noted, all of the data or features shown or depicted on this map is not to be construed or interpreted as accurate and/or reliable; the City of Amarillo assumes no liability or responsibility for any discrepancies or errors for the use of the information provided.



# Amarillo City Council Agenda Transmittal Memo



|                     |                  |                         |                                      |
|---------------------|------------------|-------------------------|--------------------------------------|
| <b>Meeting Date</b> | December 3, 2019 | <b>Council Priority</b> | Regular Agenda Item – Public Hearing |
|---------------------|------------------|-------------------------|--------------------------------------|

|                   |  |
|-------------------|--|
| <b>Department</b> | Planning and Development Services<br>Cris Valverde - Assistant Director of Planning and Development Services |
|-------------------|--|

## Agenda Caption

Public hearing and reading of an ordinance rezoning of a 13.98 acre tract of unplatted land in Section 191, Block 2, A.B.&M. Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Agricultural District to Residential District 3. (Vicinity: Temecula Creek Blvd. and Riesling Way)

## Agenda Item Summary

### Adjacent land use and zoning

Adjacent zoning consists of Residential District 3 to the east and Agricultural District to the north, south, east, and west.

Adjacent land use consists of single family detached homes to the east and undeveloped land to the north, south, and west.

The applicant's property is located in Northwest Amarillo.

### Analysis

The applicant is requesting a change in zoning in order to continue with the next phase of The Vineyards Subdivision.

Analysis of zoning change request begins with referring to the Comprehensive Plan's Future Land Use and Character Map which identifies recommended future land uses. Also considered is how a zoning conforms to the Neighborhood Unit Concept (NUC) of development, and its impact on existing zoning and development patterns.

When comparing the Future Land Use Map and this rezoning request, the applicant's request differs from what is recommended for this particular area as it is designated for "rural" land uses. Rural land use designation allows for residential uses yet are for ones that have lower density developments with greater open space. Although the portion of the site to be developed will not represent the large lot sizes mentioned in the future land use description, it should be recognized that there has been a change in conditions within the area that did not exist at the time of the Future Land Use Map adoption and that the "rural" designation may have been done in order to mirror the actual zoning of the land at the time the Comprehensive Plan was adopted (Agricultural District).

As mentioned above, the Neighborhood Unit Concept is also a key piece of consideration. This concept of development ensures that commercial areas will have less of an impact to residential areas by way of the recommended transitioning mentioned previously. This rezoning request does follow the Neighborhood Unit Concept in that should it be approved, will allow for higher density residential development to occur along or near a section line in a manner that will help buffer the more traditional residential areas internal to the section from the highly travelled arterial right-of-way of Broadway Dr.

Other Planning strategies that should be considered when making decisions about land use and/or development include an emphasis on infill development in areas where utility services are present. With this area representing the sixth phase of the subdivision's development, this is strategy is being supported by creating the opportunity for further development.

It is worth noting that the area proposed for rezoning is associated with a plat for the same area. As designed, the proposed plat meets or exceeds the proposed zoning designations standards and is designed in accordance with the approved Preliminary Plan of the Vineyards Subdivision.

**Requested Action/Recommendation**

Notices have been sent to all property owners within 200 feet of the property regarding this rezoning request. At the time of this writing, the Planning Department has not received any comments regarding this request.

Considering the above, the Planning and Zoning Commission is of the opinion that the applicant's request is appropriate and recommended approval as presented.



ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF AMARILLO, TEXAS: PROVIDING FOR SPECIFIED CHANGES IN THE OFFICIAL ZONING MAP OF THE CITY OF AMARILLO, TEXAS; PROVIDING FOR CHANGE OF USE DISTRICT CLASSIFICATION OF SPECIFIED PROPERTY IN THE VICINITY OF TEMECULA CREEK BOULEVARD AND RIESLING WAY, POTTER COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

---

**WHEREAS**, the City Council adopted the "Amarillo Comprehensive Plan" on October 12, 2010, which established guidelines in the future development of the community for the purpose of promoting the health, safety, and welfare of its citizens; and

**WHEREAS**, the Amarillo Municipal Code established zoning districts and regulations in accordance with such land use plan, and proposed changes must be submitted to the Planning and Zoning Commission; and

**WHEREAS**, after a public hearing before the Planning and Zoning Commission for proposed zoning changes on the property hereinafter described, the Commission filed its final recommendation and report on such proposed zoning changes with the City Council; and

**WHEREAS**, the City Council has considered the final recommendation and report of the Planning and Zoning Commission and has held public hearings on such proposed zoning changes, all as required by law; and

**WHEREAS**, the City Council further determined that the request to rezone the location indicated herein is consistent with the goals, policies, and future land use map of the Comprehensive Plan for the City of Amarillo, Texas.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AMARILLO:**

**SECTION 1.** All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council and are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

**SECTION 2.** The zoning map of the City of Amarillo adopted by Section 4-10 of the Amarillo Municipal Code and on file in the office of the Planning Director is hereby amended to reflect the following zoning use changes:

Rezoning of a 13.98 acre tract of unplatted land in Section 191, Block 2, A.B.&M. Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Agricultural District to Residential District 3 and being further described below:

FIELD NOTES for a 13.98 acre tract of land out of Section 191, Block 2, A. B. & M. Survey, Potter County, Texas.

BEGINNING at 1/2" iron rod set with a yellow cap which bears N. 00 ° 04' 58" E. a distance of 993.06 feet and N. 89 ° 55' 02" W. a distance of 1075.58 feet from an iron rod with a cap stamped "Apex" found at the southeast corner of said Section 191 for the southeast corner of this tract.

THENCE N. 89 ° 52' 05" W. a distance of 70.00 feet to a 1/2" iron rod set with a yellow cap same being the beginning of a curve to the right for a corner of this tract.

THENCE in a northwesterly direction along said curve to the right with a radius equal to 1323.00 feet, a long chord bearing of N. 75° 32' 30" W. and a long chord distance of 240.23 feet, a curve distance of 240.56 feet to a 1/2" iron rod set with a yellow cap at the end of said curve to the right same being at the beginning of a curve to the left for a corner of this tract.

THENCE in a northwesterly direction along said curve to the left with a radius equal to 1067.00 feet, a long chord bearing of N. 80 ° 06' 02" W. and a long chord distance of 362. 04 feet, a curve distance of 363.80 feet to the end of said curve to the left for a corner of this tract.

THENCE N. 89° 52' 05" W. a distance of 360.08 feet to a 1/2" iron rod set with a yellow cap for the southwest corner of this tract.

THENCE N. 00° 05' 40" E. a distance of 612.32 feet to a 1/2" iron rod set with a yellow cap for the northwest corner of this tract.

THENCE S. 89° 52' 05" E. a distance of 348.96 feet to a 1/2" iron rod set with a yellow cap for an angle corner of this tract.

THENCE S. 84° 57' 03" E. a distance of 281.01 feet to a 1/2" iron rod set with a yellow cap for an angle corner of this tract.

THENCE S. 76° 19' 42" E. a distance of 330.65 feet to a 1/2" iron rod set with a yellow cap on a curve for the most northerly northeast corner of this tract.

THENCE in a southwesterly direction along said curve to the left with a radius equal to 5035.00 feet, a long chord bearing of S. 00° 28' 26" W. and a long chord distance of 60.12 feet, a curve distance of 60.12 feet to the end of said curve to the left for a corner of this tract.

THENCE S. 00° 07' 55" W. a distance of 261.49 feet to a 1/2" iron rod set with a yellow cap for an ell corner of this tract.

THENCE S. 89° 52' 05" E. a distance of 70.00 feet to a 1/2" iron rod set with a yellow cap for the most easterly northeast corner of this tract.

THENCE S. 00° 07' 55" W. a distance of 310.08 feet to the place of BEGINNING and containing 13.98 acres of land.

**SECTION 3.** In the event this Ordinance or any part hereof is found to be invalid, such invalidity shall not affect the remaining portions of the Ordinance, and such remaining portions shall continue to be in full force and effect. The Director of Planning is authorized to make corrections and minor changes to the site plan or development documents to the extent that such does not materially alter the nature, scope, or intent of the approval granted by this Ordinance.

**SECTION 4.** All ordinances and resolutions or parts thereof that conflict with this Ordinance are hereby repealed, to the extent of such conflict.

**SECTION 5.** This Ordinance shall become effective from and after its date of final passage.

**INTRODUCED AND PASSED** by the City Council of the City of Amarillo, Texas, on First Reading on this the 3rd day of December, 2019 and PASSED on Second and Final Reading on this the 10th day of December, 2019.

\_\_\_\_\_  
Ginger Nelson, Mayor

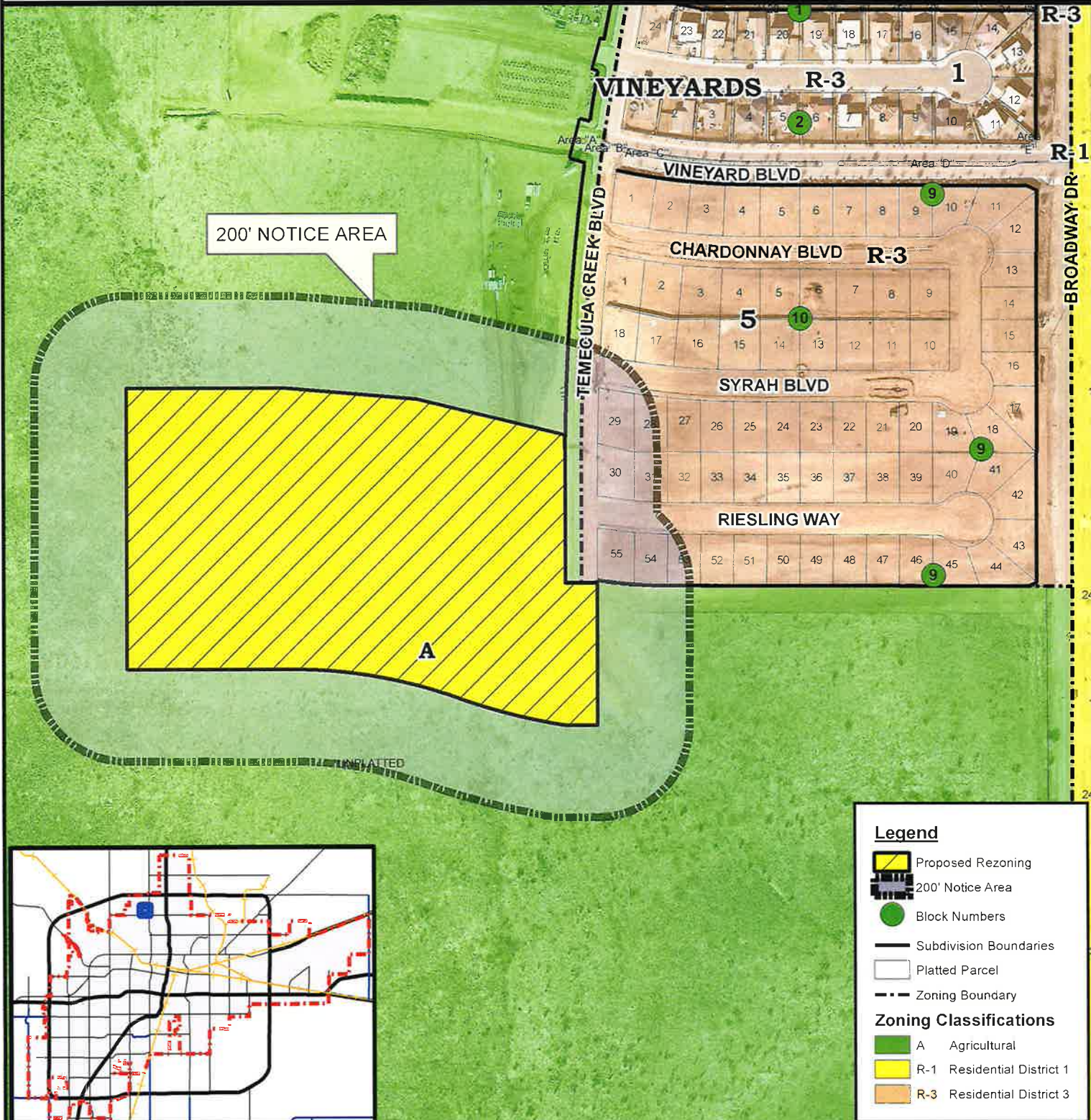
ATTEST:

\_\_\_\_\_  
Frances Hibbs, City Secretary

APPROVED AS TO FORM:

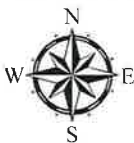
\_\_\_\_\_  
Bryan McWilliams,  
City Attorney

# REZONING FROM A TO R-3



## CITY OF AMARILLO PLANNING DEPARTMENT

Scale: 1 inch = 300 feet  
 Date: 10/29/2019  
 Case No: Z-19-22



Rezoning of a 13.98 acre tract of unplatted land in Section 191, Block 2, AB&M Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Agricultural District to Residential District 3

Applicant: Tommy Nielsen for Nielsen Communities

Vicinity: Temecula Creek Blvd and Riesling Way

AP: M-8

DISCLAIMER: The City of Amarillo is providing this information as a public service. The information shown is for information purposes only and except where noted, all of the data or features shown or depicted on this map is not to be construed or interpreted as accurate and/or reliable; the City of Amarillo assumes no liability or responsibility for any discrepancies or errors for the use of the information provided.



# Amarillo City Council Agenda Transmittal Memo



E

|                     |                  |                         |                                      |
|---------------------|------------------|-------------------------|--------------------------------------|
| <b>Meeting Date</b> | December 3, 2019 | <b>Council Priority</b> | Regular Agenda Item – Public Hearing |
|---------------------|------------------|-------------------------|--------------------------------------|

|                   |  |
|-------------------|--|
| <b>Department</b> | Planning and Development Services<br>Cris Valverde - Assistant Director of Planning and Development Services |
|-------------------|--|

## Agenda Caption

Public hearing and reading of an ordinance vacating a portion of a twenty-foot Public Utility Easement in Block 311 and a twenty-foot Public Utility Easement in Block 312, Mirror Addition, in Section 155, Block 2, AB&M Survey, Potter County, Texas (VICINITY: SE 3<sup>rd</sup> Ave. and Ross St.)

## Agenda Item Summary

### Proposal

The applicant is proposing to vacate a Public Utility Easement and a portion of another. These easements were dedicated in 1954 and were dedicated as a result of two alleys (in the same location) being vacated at that time.

### Analysis

The easements now being considered are located within two blocks of the Mirror Addition as mentioned above. These blocks were initially subdivided into lots for residential development, yet since approval in 1889, commercial zoning and development has transpired. This is evidenced by the non-residential land uses within the two blocks mentioned-above and adjacent property to the north, west, and south of these blocks.

With development not occurring as initially planned and subsequent non-residential development obtaining utility service via the adjacent rights-of-ways (Ross and 3rd), these previous alleyways were never improved or equipped with utility infrastructure (water, sewer, electrical, etc).

The applicant now owns the undeveloped portions of the two blocks and has submitted a plat that will combine the residentially platted lots into large commercial tracts. This is in preparation for the upcoming development of the site.

The vacation request has been reviewed by the customary City Departments and local utility companies and none were opposed to abandonment as there are no utilities or intent to locate within these easements.

As with any vacation request, an applicant is required to either pay fair market value to acquire the area, dedicate an area of equal or greater value, pay only the higher cost of the fair market value or the relocation cost, or complete a combination of these requirements.

In this particular case, the applicant is dedicating approximately 7,565 square feet of right-of-way (via plat) yet this square footage is below what is being vacated by 2,154 square feet. So dedication of an area of equal or greater value has not been accomplished. As such, the applicant was required to pay the fair market value of the remaining square footage which amounted to \$1,076.78.

## Requested Action/Recommendation

Considering all of the above, the Planning and Zoning Commission believed the applicant's request was appropriate and recommends **approval** as presented.

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF AMARILLO, TEXAS DETERMINING LACK OF PUBLIC NECESSITY FOR PUBLIC UTILITY EASEMENTS IN THE VICINITY OF ROSS STREET AND SOUTHEAST THIRD AVENUE, POTTER COUNTY, TEXAS; VACATING AND ABANDONING THE HEREIN DESCRIBED PUBLIC UTILITY EASEMENT; AUTHORIZING THE CITY MANAGER TO CONVEY SUCH REAL PROPERTY TO THE PROPERTY OWNER; PROVIDING A REPEALER CLAUSE; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

---

**WHEREAS**, the City of Amarillo has been petitioned to abandon a portion of an existing twenty foot Public Utility Easement in Block 311 and an existing twenty foot Public Utility Easement in Block 312, herein described as Easement A and Easement B and attached as an Exhibit, incorporated herein, in the vicinity of Ross Street and Southeast 3<sup>rd</sup> Avenue in Potter County, Texas; and

**WHEREAS**, after reviewing information presented in the petition, the Planning and Zoning Commission of the City of Amarillo has recommended to the City Council that there is no public necessity for the following described Public Utility Easements; and

**WHEREAS**, the City Council, having reviewed said recommendation and having considered all relevant information pertaining to the proposed vacation described below, is of the opinion that the Public Utility Easements described are no longer necessary and no longer serve a public purpose; and

**WHEREAS**, the City Council, having reviewed said recommendation and having considered all relevant information pertaining to the proposed vacation described below, is of the opinion that same is no longer needed for public purposes; and

**WHEREAS**, the City Council further determined that this Public Utility Easement abandonment is not detrimental or injurious to the public health, safety or general welfare, or otherwise offensive to the neighborhood.

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

**SECTION 1.** The herein-described Public Utility Easement to be vacated and abandoned for public purposes:

**Vacation of a portion of a twenty-foot Public Utility Easement in Block 311 and a twenty-foot Public Utility Easement in Block 312, Mirror Addition, in Section 155, Block 2, AB&M Survey, Potter County, Texas, being further described below as Easement A and Easement B and attached as an Exhibit, incorporated herein:**

Easement A:

A 2,920 square feet tract or parcel of land out of Block 311, Mirror Addition as filed in Volume 65, Page 16, Deed Records of Potter County, Texas, being a portion of an alley vacation as recorded in Volume 634, Page 173, Deed Records of Potter County, Texas and having been surveyed on the ground by Geospatal Data, Inc. on August 5th, 2019 and being further described by metes and bounds as follows:

Point of Beginning is a ½ inch iron rod found for the Northeast corner of Lot 26, Block 311, Mirror Addition Unit No. 8 as filed for record in Volume 1576, Page 268, Deed Records of Potter

County, Texas;

Thence N 09° 39' 53" E on the East line of Lot 6, Block 311, said Mirror Addition for a distance of 10.00 feet to a point, whence a mag nail found bears N 09° 39' 53" 77.50 feet;

Thence S 80° 20' 07" E for a distance of 144.32 feet to a point on the East line of said Mirror Addition for the Northeast corner of this tract;

Thence S 00° 11' 04" W for a distance of 20.28 feet to a point on the East line of said Mirror Addition;

Thence North 80° 20' 07" W for a distance of 147.66 feet to a point on the East line of said Lot 26, Block 311, whence a ½ inch iron rod found for the Southeast corner of said Lot 26 bears S 09° 40' 24" W 89.93 feet;

Thence N 09° 39' 53" E for a distance of 10.00 feet to the Point of Beginning.

Said tract contains 2,920 square feet of land more or less.

Easement B:

A 6,799 square foot tract or parcel of land out of Block 312, Mirror Addition as filed for record in Volume 65, Page 16, Deed Records of Potter County, Texas, being all of an alley vacation as recorded in Volume 634, Page 173, Deed Records of Potter County, Texas and having been surveyed on the ground by Geospatial Data, Inc. on August 5th, 2019 and further described by meets and bounds as follows:

Point of Beginning is a 1/2 inch iron rod with cap (4263) found on the West line of said Mirror Addition, same being a point in the apparent East Right-of-Way (R-0-W) line of Ross Street as filed for record in Volume 1768, Page 837, Deed Records of Potter County, Texas;

Thence N 06° 43' 15" E for a distance of 18.87 feet to a point on the North line of said 20 foot Public Utility Easement for the Northwest corner of this tract, whence a 1/2 inch iron rod found for the Southwest corner of said Block 312 bears N 06° 43' 15" E -271.53 feet;

Thence S 80° 28' 30" E for a distance of 338.79 feet to a point on the East line of said Block 312 for the Northeast corner of this tract;

Thence S 00° 11' 04" W on said East line for a distance of 20.28 feet to a point;

Thence N 80° 28' 30" W for a distance of 341.16 feet to a point on the West line of said Block 312, same being the East R-0-W line of said Ross Street for the Southwest corner of this tract, whence a 1/2 inch iron rod with cap (4263) found for the Southwest corner of Block 312 bears S 09° 39' 53" W -139.85 feet;

Thence North 09° 39' 53" E for a distance of 1.15 feet to the Point of Beginning. Said tract contains 6,799 square feet of land, more or less.

**SECTION 2.** The City Manager is authorized to execute an instrument of conveyance to the abutting land owner(s) as allowed by law.

**SECTION 3. Repealer.** All ordinances and parts of ordinances in conflict with this Ordinance are hereby repealed to the extent of conflict with this Ordinance.

**SECTION 4. Severability.** If any provision, section, subsection, clause or the application of sale to any person or set of circumstances for any reason is held to be unconstitutional, void or invalid or for any reason unenforceable, the validity of the remaining portions of this Ordinance or the application thereby shall remain in effect, it being the intent of the City Council of the City of Amarillo, Texas in adopting this Ordinance, that no portion thereof or provision contained herein shall become inoperative or fail by any reasons of unconstitutionality of any other portion or provision.

**SECTION 5. Effective Date.** This ordinance shall be effective from and after its date of final passage.

**INTRODUCED AND PASSED** by the City Council of the City of Amarillo, Texas, on First Reading on this the 3<sup>rd</sup> day of December, 2019 and **PASSED** on Second and Final Reading on this the 10<sup>th</sup> day of December, 2019.

\_\_\_\_\_  
Ginger Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Frances Hibbs, City Secretary

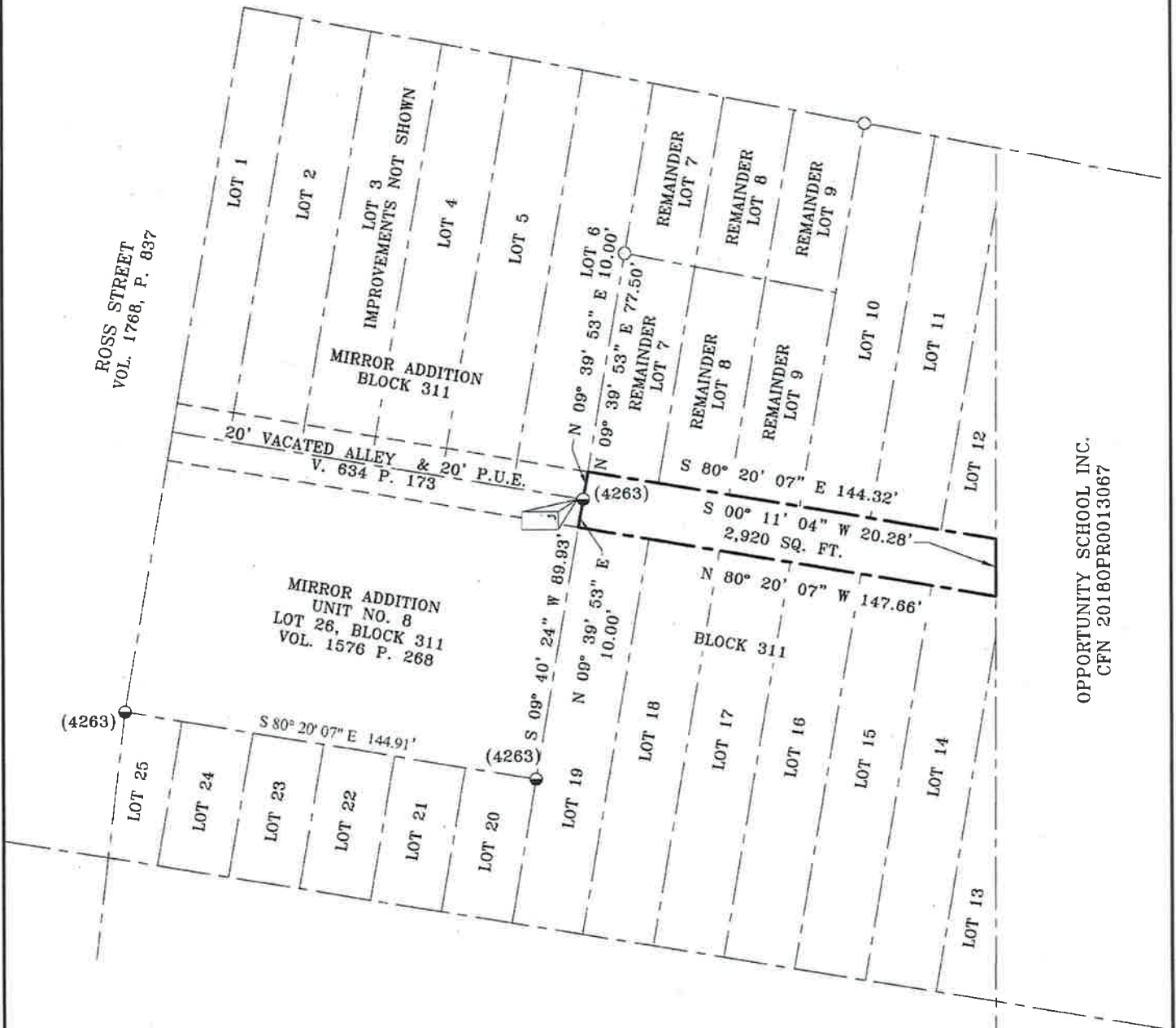
APPROVED AS TO FORM:

\_\_\_\_\_  
Bryan McWilliams, City Attorney



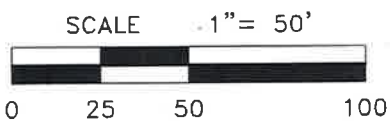
LEGEND:

|        |   |     |                          |
|--------|---|-----|--------------------------|
| POB    | POINT OF BEGINNING                              | ●   | 1/2" IRON ROD W/ CAP FND |
| CFN    | CLERKS FILE NUMBER                              | ○   | MAG NAIL FND             |
| CM     | CONTROL MONUMENT                                | --- | EXISTING EASEMENT        |
| RM     | REFERENCE MONUMENT                              | POB | POINT OF BEGINNING       |
| (XXXX) | NAME OR NUMBER IN ( ) INDICATES MONUMENT ORIGIN |     |                          |
| V.     | VOLUME  |     |                          |
| P.     | PAGE  |     |                          |



OPPORTUNITY SCHOOL INC.  
CFN 20180PR0013067

SURVEY FOR:  
VACATION OF A 20' PUBLIC  
UTILITY EASEMENT OUT OF  
BLOCK 311, MIRROR  
ADDITION, CITY OF AMARILLO



*M.K. McEntire*  
M.K. McEntire - RPLS 5718



**GDI**  
Geospatial Data, Inc.  
ENGINEERING • SURVEYING  
GIS • ENVIRONMENTAL  
[BEYONDMAPPING.COM](http://BEYONDMAPPING.COM)

Surveying & GIS Division  
M.K. McEntire, RPLS - Noah C. Huntington, RPLS

3501 S. Georgia, Suite A  
Amarillo, Texas 79109  
Phone: 806.467.3777  
Firm Registration #: F-10194246

PROJECT NO. 19-160- EASEMENTS  
G:\PROJECTS\2019\19-160\OPPORTUNITY SCHOOL\SURVEY

NOTES

1. Original seal and signature of the surveyor must be present on each page for survey to be valid.
2. This plat is the property of Geospatial Data, Inc. Geospatial Data, Inc. accepts no responsibility for the use of this plat for any purpose other than its original intended use. The intended use being the consummation of the original transaction between the parties listed in the certificate hereon and issuance of title insurance for the property surveyed. Reproduction of this plat for any purpose other than its original intended use is expressly forbidden without the written consent of an authorized agent of Geospatial Data, Inc. Copyright 2018.
3. No investigation or independent search for easements of record, encumbrances, restrictive covenants, ownership title evidence, or any other facts that an accurate and current title search may disclose have been made by this Surveyor.
4. Subsurface and environmental conditions were not examined or considered as a part of this survey. No statement is made concerning the existence of underground containers and/or facilities which may affect the use or development of this tract.

Description

A 2,920 square feet tract or parcel of land out of Block 311, Mirror Addition as filed in Volume 65, Page 16, Deed Records of Potter County, Texas, being a portion of an alley vacation as recorded in Volume 634, Page 173, Deed Records of Potter County, Texas and having been surveyed on the ground by Geospatial Data, Inc. on August 5th, 2019 and being further described by metes and bounds as follows:

Point of Beginning is a 1/2 inch iron rod found for the Northeast corner of Lot 26, Block 311, Mirror Addition Unit No. 8 as filed for record in Volume 1576, Page 268, Deed Records of Potter County, Texas;

Thence N 09° 39' 53" E on the East line of Lot 6, Block 311, said Mirror Addition for a distance of 10.00 feet to a point, whence a mag nail found bears N 09° 39' 53" E - 77.50 feet;

Thence S 80° 20' 07" E for a distance of 144.32 feet to a point on the East line of said Mirror Addition for the Northeast corner of this tract;

Thence S 00° 11' 04" W for a distance of 20.28 feet to a point on the East line of said Mirror Addition;

Thence North 80° 20' 07" W for a distance of 147.66 feet to a point on the East line of said Lot 26, Block 311, whence a 1/2 inch iron rod found for the Southeast corner of said Lot 26 bears S 09° 40' 24" W - 89.93 feet;

Thence N 09° 39' 53" E for a distance of 10.00 feet to the Point of Beginning.

Said tract contains 2,920 square feet of land more or less.

**SURVEY FOR:**

VACATION OF A 20' PUBLIC  
UTILITY EASEMENT OUT OF  
BLOCK 311, MIRROR  
ADDITION, CITY OF AMARILLO



*M.K. McEntire*  
M.K. McEntire - RPLS 5718



Surveying & GIS Division  
M.K. McEntire, RPLS - Noah C. Huntington, RPLS

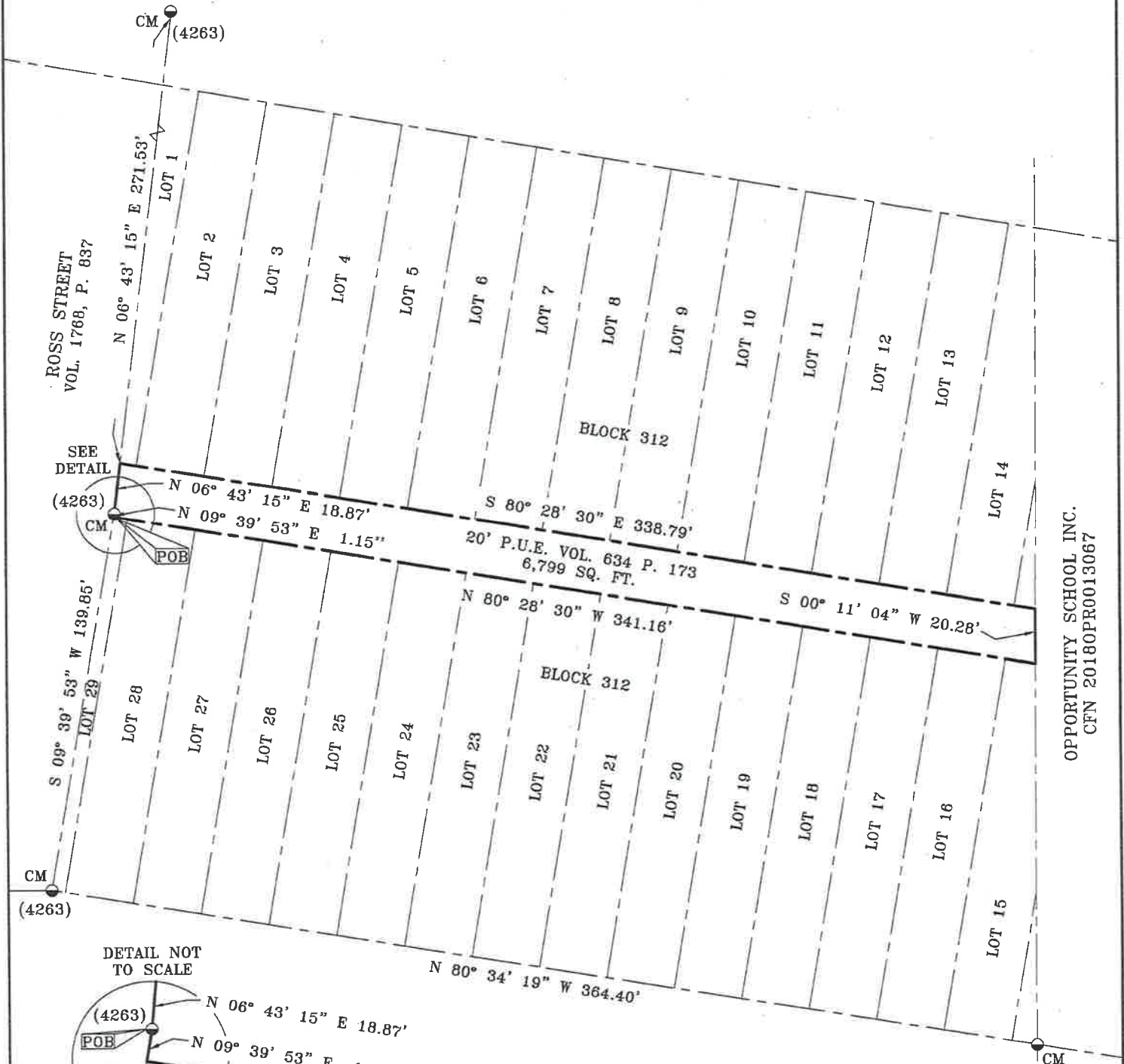
3501 S. Georgia, Suite A  
Amarillo, Texas 79109  
Phone: 806.467.3777  
Firm Registration #: F-10194246

PROJECT NO. 19-160- EASEMENTS  
G:\PROJECTS\2019\19-160\OPPORTUNITY SCHOOL\SURVEY

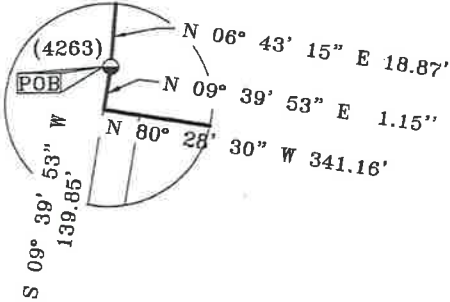
**EXHIBIT: EASEMENT B**

**LEGEND:**

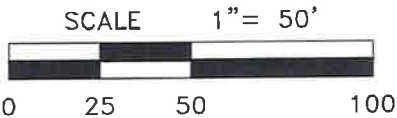
|     |                    |        |  |
|-----|--------------------|--------|--|
| POB | POINT OF BEGINNING | ●      | 1/2" IRON ROD W/ CAP FND                           |
| CFN | CLERKS FILE NUMBER | RM     | REFERENCE MONUMENT                                 |
| CM  | CONTROL MONUMENT   | (XXXX) | NAME OR NUMBER IN ( )<br>INDICATES MONUMENT ORIGIN |
|     |                    | POB    | POINT OF BEGINNING                                 |



DETAIL NOT TO SCALE



**SURVEY FOR:**  
 VACATION OF A 20' PUBLIC  
 UTILITY EASEMENT OUT OF  
 BLOCK 312, MIRROR  
 ADDITION, CITY OF AMARILLO



M.K. McEntire - RPLS 5718



Surveying & GIS Division  
 M.K. McEntire, RPLS - Noah C. Huntington, RPLS

3501 S. Georgia, Suite A  
 Amarillo, Texas 79109  
 Phone: 806.467.3777  
 Firm Registration #: F-10194246

PROJECT NO. 19-160- EASEMENTS  
 G:\PROJECTS\2019\19-160\OPPORTUNITY SCHOOL\SURVEY



NOTES

1. Original seal and signature of the surveyor must be present on each page for survey to be valid.
2. This plat is the property of Geospatial Data, Inc. Geospatial Data, Inc. accepts no responsibility for the use of this plat for any purpose other than its original intended use. The intended use being the consummation of the original transaction between the parties listed in the certificate hereon and issuance of title insurance for the property surveyed. Reproduction of this plat for any purpose other than its original intended use is expressly forbidden without the written consent of an authorized agent of Geospatial Data, Inc. Copyright 2019.
3. No investigation or independent search for easements of record, encumbrances, restrictive covenants, ownership title evidence, or any other facts that an accurate and current title search may disclose have been made by this Surveyor.
4. Subsurface and environmental conditions were not examined or considered as a part of this survey. No statement is made concerning the existence of underground containers and/or facilities which may affect the use or development of this tract.

Description

A 6,799 square foot tract or parcel of land out of Block 312, Mirror Addition as filed for record in Volume 65, Page 16, Deed Records of Potter County, Texas, being all of an alley vacation as recorded in Volume 634, Page 173, Deed Records of Potter County, Texas and having been surveyed on the ground by Geospatial Data, Inc. on August 5th, 2019 and further described by meets and bounds as follows:

Point of Beginning is a 1/2 inch iron rod with cap (4263) found on the West line of said Mirror Addition, same being a point in the apparent East Right-of-Way (R-O-W) line of Ross Street as filed for record in Volume 1768, Page 837, Deed Records of Potter County, Texas;

Thence N 06° 43' 15" E for a distance of 18.87 feet to a point on the North line of said 20 foot Public Utility Easement for the Northwest corner of this tract, whence a 1/2 inch iron rod found for the Southwest corner of said Block 312 bears N 06° 43' 15" E - 271.53 feet;

Thence S 80° 28' 30" E for a distance of 338.79 feet to a point on the East line of said Block 312 for the Northeast corner of this tract;

Thence S 00° 11' 04" W on said East line for a distance of 20.28 feet to a point;

Thence N 80° 28' 30" W for a distance of 341.16 feet to a point on the West line of said Block 312, same being the East R-O-W line of said Ross Street for the Southwest corner of this tract, whence a 1/2 inch iron rod with cap (4263) found for the Southwest corner of Block 312 bears S 09° 39' 53" W - 139.85 feet;

Thence North 09° 39' 53" E for a distance of 1.15 feet to the Point of Beginning.

Said tract contains 6,799 square feet of land, more or less.

**SURVEY FOR:**

VACATION OF A 20' PUBLIC  
UTILITY EASEMENT OUT OF  
BLOCK 312, MIRROR  
ADDITION, CITY OF AMARILLO



  
M.K. McEntire - RPLS 5718



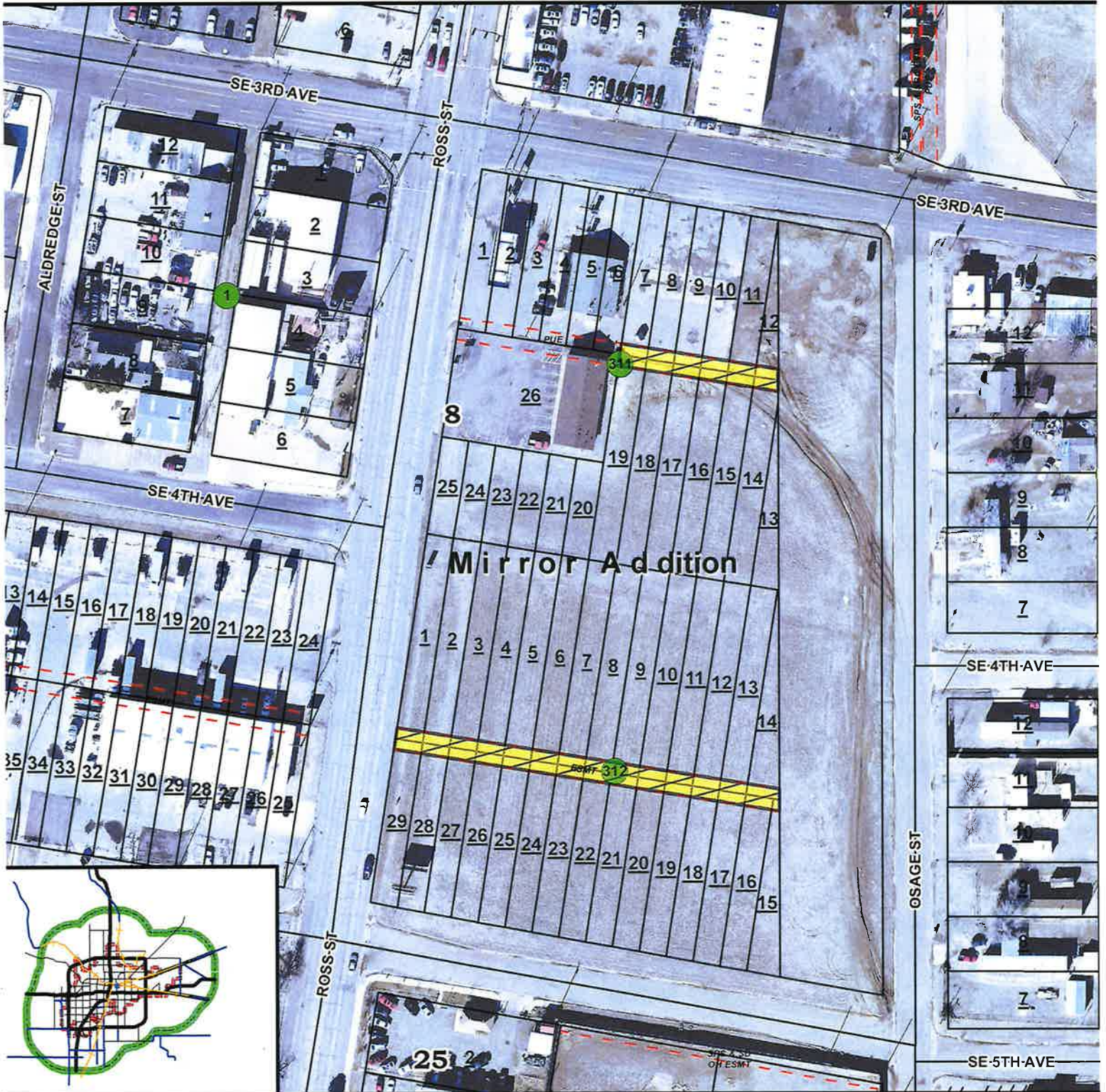
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Firm Registration #: F-10194246

PROJECT NO. 19-160- EASEMENTS  
G:\PROJECTS\2019\19-160\OPPORTUNITY SCHOOL\SURVEY



# VACATION OF TWO PUBLIC UTILITY EASEMENTS



## CITY OF AMARILLO PLANNING DEPARTMENT

Scale: 1" = 125'  
 Date: 10/17/2019  
 Case No: V-19-04

V-19-04 Vacation of a portion of a twenty-foot Public Utility Easement in Block 311 and a twenty-foot Public Utility Easement in Block 312, Mirror Addition, in Section 155, Block 2, AB&M Survey, Potter County, Texas

VICINITY: SE 3rd Ave. and Ross St.  
 APPLICANT/S: Jill Goodrich Opportunity School, Inc.

AP: O-12

DISCLAIMER: The City of Amarillo is providing this information as a public service. The information shown is for information purposes only and except where noted, all of the data or features shown or depicted on this map is not to be construed or interpreted as accurate and/or reliable; the City of Amarillo assumes no liability or responsibility for any discrepancies or errors for the use of the information provided.



F

# Amarillo City Council Agenda Transmittal Memo



|                     |                  |                         |                      |
|---------------------|------------------|-------------------------|----------------------|
| <b>Meeting Date</b> | December 3, 2019 | <b>Council Priority</b> | Economic Development |
|---------------------|------------------|-------------------------|----------------------|

|                   |                                   |                       |   |
|-------------------|-----------------------------------|-----------------------|---|
| <b>Department</b> | Planning and Development Services | <b>Contact Person</b> | Andrew Freeman, Director of Planning and Development Services |
|-------------------|-----------------------------------|-----------------------|---|

### Agenda Caption

Approval – East Gateway Tax Increment Reinvestment Zone #2 Developer Agreement for Jamal Enterprises, LP:

This item approves a Tax Increment Reinvestment Zone (TIRZ) #2 Developer Agreement for the Jamal Enterprises, LP Toot'n Totum Travel Center project to be located at 7909 E. IH 40. The agreement is for a 90% (years 1-5) and 50% (years 6-10) annual property tax rebate for ten years. The rebate is contingent upon certain deadlines for building permit issuance and receiving a certificate of occupancy.

### Agenda Item Summary

On November 14th and 18th the Board of Directors of Tax Increment Reinvestment Zone (TIRZ) #2 considered a request for TIRZ incentives associated with 7909 Interstate 40, a commercial development project.

This project is for a Toot'n Totum Travel Center. There will be a 26,108 square feet building constructed on 16.1 acres of land. The building will feature a retail convenience store (11,708 sq. ft.), a Wendy's fast food restaurant (2,897 sq. ft.), and a Which Wich Superior Sandwiches restaurant (1,503 sq. ft.). The exterior fueling areas will include a traditional fuel island with 12 pumps, an RV fueling area with 2 fueling lanes, and 10 lanes of diesel for over the road commercial vehicles. Additional amenities include: Inside restaurant seating; Overnight semi parking; Overnight RV parking with septic hook-ups; Children's playground; Dog park; Outdoor seating area; Capacity for future electric car charging stations; Trucker Lounge; Showers; Laundry facilities; Expanded men's and women's restrooms; Dedicated men's and women's restrooms for truck drivers; Family restrooms.

Total construction cost will be over 8 million and will create 75 full time jobs. The project includes 120 spaces for semi-truck parking, 5 overnight RV spaces, and 97 automobile parking spots.

TIRZ assistance (in the form of a property tax rebate) is requested due to the financial feasibility of the project being negatively affected due to the scope of the project and additional public infrastructure required. The proposed assistance will encourage and support the project, which is consistent with the policy goals of the TIRZ Project and Financing Plan.

The Tax Reimbursement Developer Agreement stipulates a 90% reimbursement (Years 1-5) and a 50% reimbursement (Years 6-10) of annual increment generated by the project's ad valorem tax revenue above base year 2019, for ten years with approval conditions. Building permit is required within three months of City Council approval and subject to receiving a Certificate of Occupancy eighteen months after issuance of the building permit.

### Requested Action

Approve as presented. This was approved unanimously by the TIRZ #2 Board during their November 14, 2019 meeting, and an amendment approved on November 18, 2019 approved 5-1. It was also presented to the Potter County Commissioners for comment on November 25, 2019.

### Funding Summary

Funding for this incentive is provided through the TIRZ #2 revenues. Being a reimbursement the property owner must pay their annual taxes before receiving a reimbursement in June of the following year. Rebates would not begin until the project is completed and fully on the tax rolls for two years.

### Community Engagement Summary

Public TIRZ Board meeting held on November 14, 2019 and November 18, 2019.

### Staff Recommendation

Staff recommends approval as presented.

**DEVELOPER AGREEMENT  
TAX INCREMENT REINVESTMENT ZONE NO. 2,  
CITY OF AMARILLO, TEXAS**

This DEVELOPER AGREEMENT ("Agreement") is entered into by and between the **TAX INCREMENT REINVESTMENT ZONE NUMBER TWO, CITY OF AMARILLO, TEXAS** (the "Zone"), by and through its administrative board appointed in accordance with Chapter 311 of the Texas Tax Code (the "Act") to oversee the administration of the Zone, a reinvestment zone designated by ordinance of the City of Amarillo, Texas ("City") in accordance with the Act, and Jamal Enterprises, LP (Developer).

The Zone and Developer hereby agree that the following statements are true and correct and constitute the basis upon which the Zone and Developer have entered into this Agreement:

WHEREAS, on November 8, 2016, the City Council approved Ordinance No. 7627 establishing East Gateway Tax Increment Reinvestment Zone Number Two, City of Amarillo, Texas, (the "Zone") in accordance with the Tax Increment Financing Act, as amended (V.T.C.A., Tax Code, Chapter 311) to promote development and redevelopment in the area through the use of tax increment financing;

WHEREAS, on December 12, 2017, pursuant to Ordinance No. 7698, the CITY approved Tax Increment Financing Reinvestment Zone Number Two, City of Amarillo, Texas, Project and Financing Plan (the "Plan") and certain amendments to Ordinance No. 7627;

WHEREAS, pursuant to the Plan, certain tax revenues will flow into a fund to be administered by the Zone, known as the Tax Increment Fund (TIF); also, the Zone may receive other gifts, grants or other revenue to be accounted for separately from the TIF but used only for duly approved authorized purposes of the Zone;

WHEREAS, pursuant to Section 311.010 of the Act and the provisions of City Ordinance No. 7698, as amended, City has delegated to the Zone the powers necessary for the implementation of the Plan, which includes the power to enter into agreements for the construction of both private and public improvements that accomplish or enhance one of these ten goals: 1) Development of new retail and entertainment venues contributing additional property and sales tax revenue 2) Relocation and expansion of the Big Texan Steakhouse resulting in increased customer attraction contributing additional property and sales tax revenue 3) Redevelopment of the existing Big Texan Steakhouse resulting in the retention of customers and continuing to contribute property and sales tax revenues 4) RV Park contributing additional property and sales tax revenue 5) Retail outlets contributing additional property and sales tax revenue 6) Entertainment venues contributing additional property and sales tax revenue 7) Auto and truck service outlets contributing additional property and sales tax revenue 8) Full-service hotel contributing additional property and HOT tax revenue 9) Limited-service hotels contributing additional property and HOT tax revenue 10) Development of new recreation and athletic facilities;

WHEREAS, the Zone and City recognize the importance of its continued role in local economic development, including incentives under Chapter 380, Texas Local Government Code;

WHEREAS, Developer owns or controls certain property located within the Zone and has requested reimbursement for constructing certain improvements pursuant to the Plan; and,

WHEREAS, Developer's proposed project was approved for TIRZ participation by the Amarillo City Council on \_\_\_\_\_;

NOW THEREFORE, in consideration of the mutual covenants and obligations herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**Section 1. Site**

Developer owns or is under contract to purchase certain real property (the "Property"), which is within the city limits of Amarillo and the boundaries of the Zone. The Property is specifically described in Exhibit A.

**Section 2. Project & Financing**

The project involves development of a minimum 26,108 square foot building with a minimum \$8,000,000 investment on a site located at 7909 E. IH 40 (IH 40 East & Lakeside) into a Toot'n Totum Travel Center (the "Private Improvements"), which are more particularly described on Exhibit B.

Developer understands and agrees that the cost of the Private Improvements associated with the Project shall be funded by and through Developer's own capital or other financing means arranged and obtained by Developer. Further, the TIF payments made to Developer pursuant to

this Agreement are not intended to reimburse Developer for all of its costs incurred in connection with performing its obligations under this Agreement.

### **Section 3. TIF Participation: partial reimbursement of tax increment**

Subject to all limitations and conditions precedent contained in this Agreement and the attached exhibits, Zone agrees to provide: annual reimbursement to Developer of ninety percent (90%) reimbursement for the first five years and a fifty percent (50%) reimbursement for the last five years of the annual ad valorem tax increment from participating taxing entities that is generated by the Property's ad valorem tax revenue for a term not to exceed ten (10) years after the terms stated herein. The reimbursement is contingent upon: (i) a building permit issued within three months of City Council approval of developer agreement; (ii) certificate of occupancy received within eighteen months of building permit issuance. The City Manager or designee is authorized to grant an extension of up to 120 days for performance of this Developer Obligation for good cause as reasonably determined by that official. If the Developer is unreasonably delayed by the City or any other governmental entity or agency, as determined by a qualified mediator mutually selected by the parties, in obtaining the building permit, the certificate of occupancy, or any other permit or license, the time period applicable to such requirement shall be extended for a period of time equal to the period Developer was delayed.

Reimbursements will start on the second fully valued tax year following project completion. The term "tax increment" means the difference in tax revenue on the Property between the year in which City approved this Agreement and January 1 of each subsequent tax year during the term of this Agreement.

Unless explicitly provided differently in an exhibit attached hereto, all grants, loans, reimbursements and any other financial payment to Developer under this Agreement shall be made in annual installments in June of each year, provided all information demonstrating current taxes have been paid on the Property and that any other prerequisites stated in this Agreement have been satisfied.

During each fiscal year for the term of this Agreement, payment of the annual installment to Developer shall have priority for reimbursement over all other Zone expenditures subject only to (i) preexisting debt service and (ii) any pre-existing annual expenditures required to be made pursuant to other Developer Agreements prior in time to this Agreement.

Zone also reserves the right, when payments come into the Tax Increment Fund, to prepay all or any portion of the total amount to be reimbursed under this Agreement at any given time. If City in its sole discretion issues Tax Increment Funds Bonds to pay for previous and future projects, Zone may fully reimburse Developer from bond proceeds received, the existing unpaid balance plus accrued interest under this Agreement, and under any other outstanding developer agreements within the Zone.

### **Section 4. Reimbursement Limited to TIF Fund**

Developer understands and agrees that any and all payments, obligations, grants, loans, reimbursements and any other form of financial obligation imposed on the Zone by this Agreement ("Reimbursement") shall be made solely from then-currently available revenues in the TIF Fund and subject to pre-existing commitments and all other terms of this Agreement and applicable laws. In the event that there is not sufficient revenue in the TIF Fund to timely pay Developer any part of the Reimbursement, the Zone will pay Developer such portion of the Reimbursement that may be available at the time. The balance of any due but unpaid Reimbursement shall be carried forward without interest and paid by the Zone in the first year in which there is sufficient revenue in the TIF to pay such balance. Developer agrees that it will not look to other funds of the Zone, bonds or funds of the City, or any property of the Zone or City for all or any portion of the Reimbursement. Upon termination of the Zone on November 8, 2046, as provided by Ordinance No. 7627 or such other date as may be specified in a subsequent ordinance adopted in accordance with Section 311.017 of the Act, any portion of the Reimbursement that has not been paid due to the unavailability of revenue in the TIF Fund or due to Developer's failure to meet any precondition under this Agreement for receipt of the Reimbursement shall no longer be considered Project Costs of the Zone, and any obligation of the Zone to pay Developer any remaining balance of the Reimbursement shall automatically expire.

### **Section 5. Term**

The term of this Agreement shall begin upon the effective date and end upon the earlier of: (a) the complete performance of all obligations and conditions precedent by parties to this Agreement; (b) expiration of ten years after commencement of reimbursements and after ten annual reimbursements are paid to the Developer; or (c) the expiration of the term of the Zone.

### **Section 6. Exhibits**

The parties agree that each and every exhibit that is mentioned in and attached to this Agreement is a material part of this Agreement and each such exhibit is by this reference, incorporated into this agreement for all purposes as thought set forth verbatim here.

### **Section 7. Force Majeure**



It is expressly understood and agreed by the parties that if the performance of any obligation hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, governmental restrictions, regulations, or interferences, delays caused by the franchise utilities (SPS/Xcel Electric, Southwestern Bell Telephone, Atmos Gas, Suddenlink Cable or their Contractors or other utilities or their contractors), fire or other casualty, court injunction, necessary condemnation proceedings, acts of the other party, its affiliates/related entities and/or their contractors, or any actions or inactions of third parties or other circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such design or construction requirement shall be extended for a period of time equal to the period such party was delayed.

#### **Section 8. Indemnity**

DEVELOPER AGREES TO DEFEND, INDEMNIFY AND HOLD THE ZONE, THE BOARD, THE CITY AND THEIR RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, ASSIGNS AND SUCCESSIONS, HARMLESS AGAINST ANY AND ALL CLAIMS, DEMANDS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES, INTEREST, AND ATTORNEY FEES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE (INCLUDING LOSS) OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT THAT MAY ARISE OUT OF OR BE OCCASIONED BY DEVELOPER'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT, OR BY ANY NEGLIGENT ACT OR OMISSION OF DEVELOPER, ITS OFFICERS, AGENTS, ASSOCIATES, EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS IN THE PERFORMANCE OF THIS AGREEMENT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE ZONE, BOARD OR CITY OR THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES OR CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRENT NEGLIGENCE OF BOTH DEVELOPER AND ZONE, RESPONSIBILITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. HOWEVER, NOTHING IN THIS SECTION WAIVES ANY IMMUNITY OR OTHER DEFENSE AVAILABLE TO THE ZONE, BOARD OR CITY UNDER TEXAS OR FEDERAL LAW.

#### **Section 9. M/WBE Goals**

In satisfaction of the Zone's obligations under Section 311.0101 of the Act, Developer shall make a good faith effort to comply with City's policy regarding participation of business enterprises eligible as small, minority, or women-owned business enterprises in subcontracting any of the construction performed on the Project. Upon Developer's request, City shall provide Developer with access to the list of companies that qualify as such a business enterprise. Developer shall: (i) maintain records showing its contracts, supply agreements, and service agreements with such Business Enterprises, as well as its efforts to identify and award contracts to such Business Enterprises; and, (ii) provide a report to the Zone annually during construction, in a manner reasonably prescribed by the Board, documenting its efforts to comply with this paragraph.

#### **Section 10. Events of Default & Remedies**

A default shall exist if either party fails to perform or observe any material covenant contained in this Agreement, including exhibits, which is not otherwise excused under the terms of this Agreement. The non-defaulting party shall immediately notify the defaulting party in writing upon becoming aware of any change in the existence of any condition or event that would constitute a default or, with the giving of notice or passage of time, or both, would constitute a default under this Agreement. Such notice shall specify the nature and the period of existence thereof and what action, if any, the non-defaulting party requires or proposes to require with respect to curing the default.

If a default shall occur and continue, after thirty (30) day's notice to cure default, the non-defaulting party may, at its option, pursue any and all remedies it may be entitled to, at law or in equity, in accordance with Texas law, without the necessity of further notice to or demand upon the defaulting party. The Zone shall not, however, pursue remedies for as long as Developer proceeds in good faith and with due diligence to remedy and correct the default, provided that Developer has commenced to cure such default within the 30 days following notice.

#### **Section 11. Venue and Governing Law**

This Agreement is performable in Potter County, Texas and venue of any action arising out of this Agreement shall be exclusively in Potter County. This Agreement shall be governed and construed in accordance with the Charter, ordinances, and resolutions of the City of Amarillo, applicable federal and state laws, the violation of which shall constitute a default of this Agreement. To the extent permitted by law, the law of the state of Texas shall apply without regard to applicable principles of conflicts of law, and the parties submit to the jurisdiction of the state and federal courts in Amarillo, Potter County, Texas.

**Section 12. Notices**

Any notice required by this Agreement shall be deemed to be properly served if deposited in the U.S. mail by certified letter, return receipt requested, addressed to the recipient at the recipient's address shown below, subject to the right of either party to designate a different address by notice given in the manner just described.

**If intended for Zone, to:**

Tax Increment Reinvestment Zone No. 2  
c/o City of Amarillo Planning and Development  
Services Department  
808 S. Buchanan  
Amarillo TX 79101  
Fax: 806/378-9388

**If intended for Developer, to:**

Jamal Enterprises, LP  
Jamal Enterprises Management, LLC  
General Partner  
Greg Mitchell, Manager  
1201 S. Taylor  
Amarillo, TX 79101

**Copy to:**

Office of the City Attorney  
601 S. Buchanan, Ste. 207  
Amarillo, Texas 79101  
Fax: 806/378-3018

**Copy to:**

Same as Developer

**Section 12. Severability**

In case any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect by a court or agency of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other remaining provisions hereof and this Agreement shall remain in full force and effect and be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

**Section 13. Counterparts & Signatures**

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument. This agreement may be executed in multiple originals. This agreement may be executed by facsimile signatures which shall be deemed originals and equally admissible as originals.

**Section 14. Captions**

The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

**Section 15. Successors and Assigns**

The terms and conditions of this Agreement are binding upon the successors and assigns of all parties hereto. Provided, however, Developer shall not assign this Agreement without prior Zone approval, which approval shall not be unreasonably withheld. Notwithstanding the foregoing, written approval of the Zone shall not be required for an assignment to an Affiliate of Developer. "Affiliate of Developer" as used herein, includes any parent, sister, partner, joint venturer, or subsidiary entity of Developer; any entity in which Developer is a major shareholder, owns an equity interest, or is a joint venturer or partner (whether general or limited), or to the Developer's financial institution.

**Section 16. Limited Rights and Non-waiver**

This agreement is intended only to establish the rights and obligations as between the Parties hereto and it creates no right, expectation, benefit or obligation for or toward any other person or entity. Nothing stated or omitted from this Agreement shall be construed as a waiver of any defense, affirmative defense, or immunity available to the Zone or the City and their respective officials, directors, members, employees, agents, assigns, successors.

**Section 17. Entire Agreement**

This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this Agreement, and except as otherwise provided herein cannot be modified without written agreement of the parties to be attached to and made a part of this Agreement.

EXECUTED as of the dates shown below so as to be effective for all purposes as of the last date upon which all persons and parties for whom a blank is provided have signed (the "effective date").

TAX INCREMENT REINVESTMENT  
ZONE NUMBER TWO, CITY OF  
AMARILO, TEXAS

JAMAL ENTERPRISES, LP  
By: JAMAL ENTERPRISES MANAGEMENT, LLC,  
its General Partner

By: \_\_\_\_\_  
Mercy Murguia Date  
Board Chair

By: \_\_\_\_\_  
Greg Mitchell Date  
Manager

CITY OF AMARILO, TEXAS

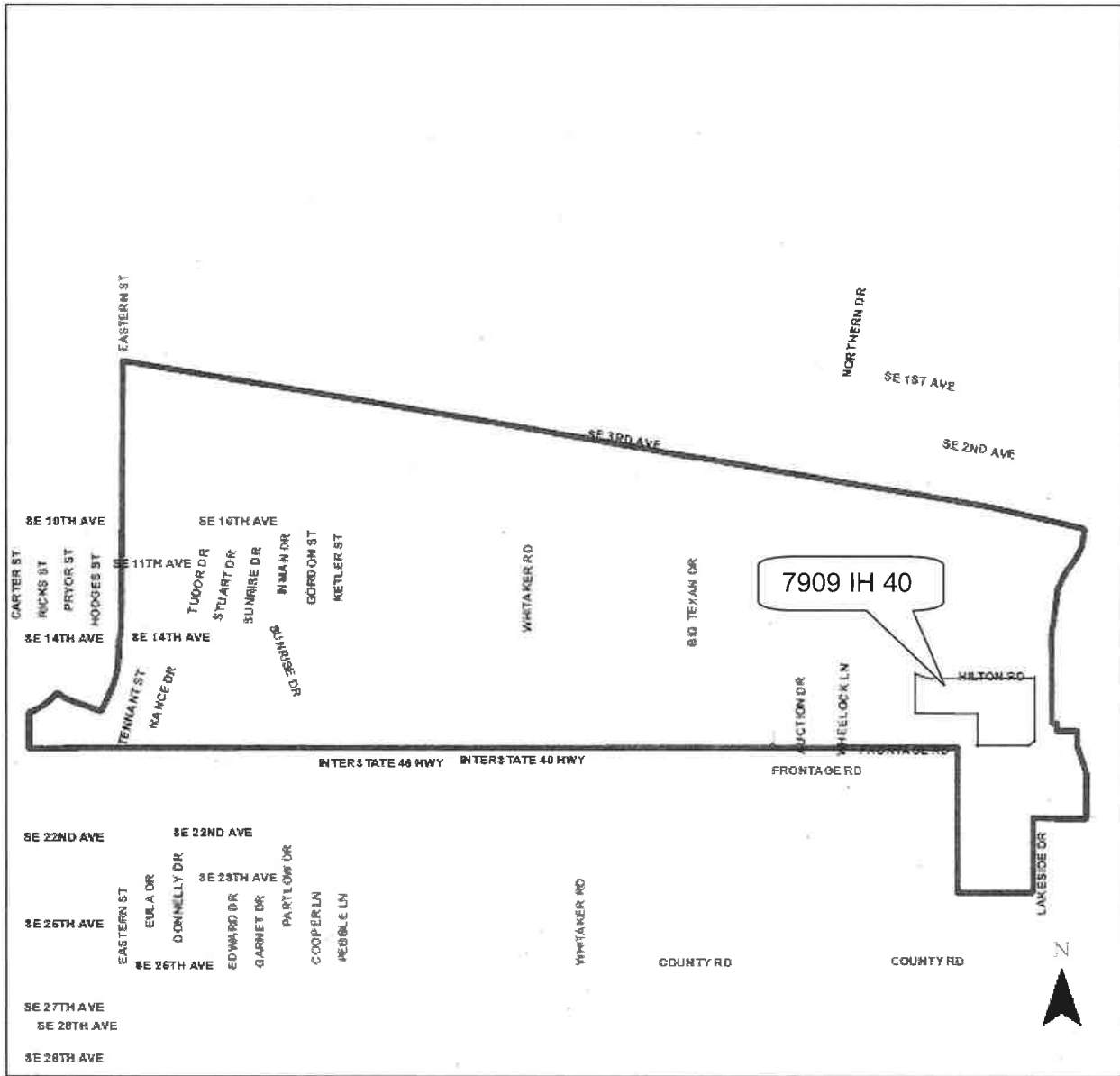
APPROVED AS TO FORM FOR CITY & ZONE

By: \_\_\_\_\_  
Jared Miller Date  
City Manager

By: \_\_\_\_\_  
Bryan McWilliams Date  
City Attorney

Attachments that are part of this Agreement:  
Exhibit A Site description & map  
Exhibit B Private Property Improvement

**EXHIBIT A  
MAP OF TIRZ #2 BOUNDARY AND SITE LOCATION**



**SITE LEGAL DESCRIPTION**

**7909 Interstate 40 and legally described as portions of:**

|                 |                      |
|-----------------|----------------------|
| <b>LOTS</b>     | 1, 2, 3, and 11      |
| <b>BLOCK</b>    | 1                    |
| <b>ADDITION</b> | Lakeside Park #1     |
| <b>CITY</b>     | Amarillo, Texas      |
| <b>COUNTY</b>   | Potter County, Texas |

**EXHIBIT B**  
**PRIVATE PROPERTY IMPROVEMENT**

**SECTION 1. IMPROVEMENTS TO BE CONSTRUCTED**

Developer promises to redevelop the lot, resulting in the following improvements to the Property described in Exhibit A:

|                    |  |
|--------------------|--|
| Business/Land Use  | 26,108 square foot travel center           |
| Other improvements | Site, and public right-of-way improvements |

**SECTION 2. FINANCIAL ANALYSIS**

Analysis indicates the financial feasibility of the Project is negatively affected due to the scope of the Project and additional public infrastructure required. The proposed assistance will encourage and support the Project, which is consistent with the goals of the Zone. Making grants and loans from the TIF of the Zone will serve those ends.

In order to make Developer's planned development financially feasible, Developer has requested that the Zone reimburse Developer for certain actual costs incurred for financial assistance per §311.010 of the Texas Tax Code and chapter 380 of the Texas Local Government Code.

**SECTION 3. DEVELOPER'S OBLIGATIONS**

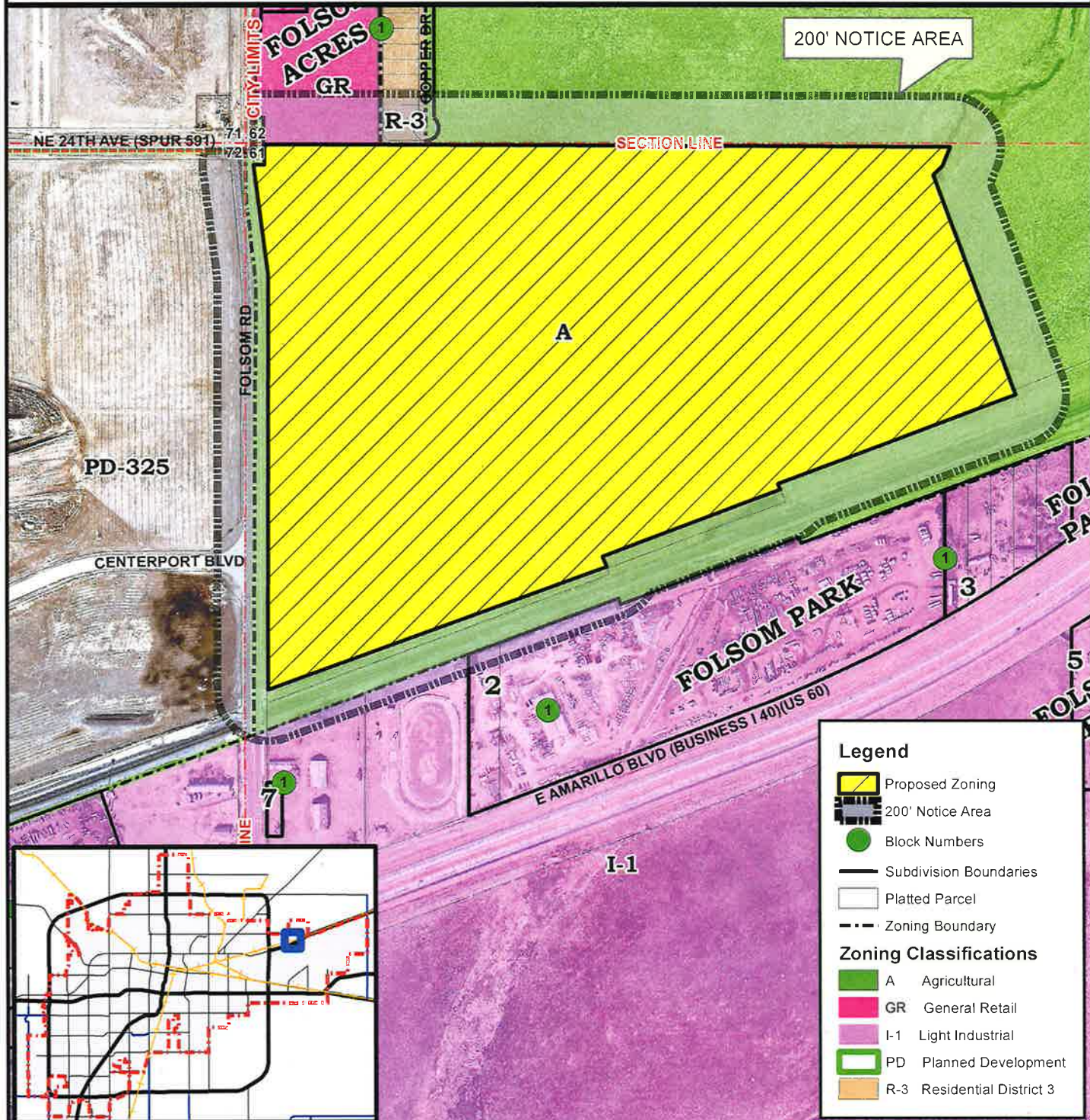
Subject to the terms and provisions of the Agreement, as conditions precedent to the Zone making any payment from the TIF to Developer, the Developer must:

- Secure not less than \$8,000,000 in private investment for the Project on the Property.
- Comply with all terms, conditions, and obligations of this Exhibit B and the Agreement to which it is attached.
- Obtain an issued building permit for the building within three months after City Council approval of developer agreement amendment
- Obtain a Certificate of Occupancy for the building within eighteen months after building permit issuance.
- Anticipate the first reimbursement no earlier than June 1, 2023 based on 2022 property tax statements depending on project completion date. There will be no reimbursement until a Certificate of Occupancy is issued, all taxes on the Property are paid to current, and all other conditions of this exhibit and the Agreement are satisfied.

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# REZONING FROM A TO PD



**CITY OF AMARILLO  
PLANNING DEPARTMENT**

Scale: 1 inch = 542 feet  
Date: 10/30/2019  
Case No: Z-19-21



Rezoning of 102.39 acre tract of land in Section 61, Block 2, AB&M Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Agricultural to Planned Development.

Applicant: OJD Engineering  
Vicinity: Folsom Rd and NE 24th Ave

AP: U-10

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