

UNITED STATES
ATOMIC ENERGY COMMISSION
AMARILLO AREA OFFICE
P. O. BOX 1085
AMARILLO, TEXAS 79105

CONTRACT NO. AT(29-2)-2723

This Contract, entered into effective as hereinafter provided, by and between THE UNITED STATES OF AMERICA (hereinafter called the "Government"), represented by the U. S. ATOMIC ENERGY COMMISSION'S AMARILLO AREA OFFICE (hereinafter called the "AEC") and the CITY OF AMARILLO, TEXAS (hereinafter called the "City").

WITNESSETH THAT:

WHEREAS, the Government has deeded to the City the Flight Line Facilities of the USAF's former Amarillo Air Force Base, along with the sewer trunkline that connects the entire sanitary sewer system of the former Air Base to the Pantex Plant sewage treatment system; and

WHEREAS, the Pantex Plant sewage treatment system was originally built by the Government to service the sewage treatment needs of both the Air Base and Pantex Plant; and

WHEREAS, there are no sewer lines connecting the former Air Base Facilities to the City's sewage treatment facilities; and

WHEREAS, the segment of the former Air Base which was retained by the Government at the time the Flight Line Facilities were deeded to the City, pieces of which are now utilized by the Federal Aviation Agency and the United States Weather Bureau, is dependent upon the City-owned sewer trunkline for transmitting sewage to the Pantex Plant sewage treatment system; and

WHEREAS, ever since Pantex Plant was transferred to the AEC it has been providing sewage treatment services for the Air Base property; and

WHEREAS, the City has requested and the AEC has agreed that it will continue to provide sewage treatment services for the former Air Base property; and

1280.214

WHEREAS, the parties have deemed it desirable to enter into this Contract to provide for such services on the terms and conditions hereinafter provided; and

WHEREAS, this Contract is authorized by the Atomic Energy Act of 1954, as amended, and the Federal Property and Administrative Services Act of 1949, as amended.

NOW, THEREFORE, the parties agree as follows:

1. The City may deliver sewage from the former Air Base property for treatment under this Contract, subject to the restrictions of Paragraphs 4 and 5 below, through the City-owned sewer trunkline which is connected to the sewer trunkline leading to the AEC Pantex Plant's sewage treatment plant (hereinafter called the "Plant") at the manhole located southwest of Pump Station No. 1 in the southwest corner of Section 58, J. H. Gibson Survey, Block M-4, Carson County, Texas. Delivery of such sewage shall be the sole responsibility of the City until the sewage reaches said manhole, at which point the AEC will accept such sewage.
2. The AEC shall maintain the sewer trunkline leading from said manhole to the Plant: Provided, however, that nothing in this Contract shall affect any right the AEC may have to make such maintenance the responsibility of anyone other than the City.
3. The AEC shall treat the sewage from the former Air Base property, accepted pursuant to Paragraph 1 above, at the Plant in the same manner as other sewage is treated at the Plant.
4. Sewage from the former Air Base property will not be delivered for AEC acceptance in excess of the Plant's rated capacity less the total of (i) the sewage to be treated in the Plant as a result of AEC operations and (ii) sewage to be treated in the Plant for Texas Tech University. The AEC will advise the City from time to time of how much sewage can be accepted for treatment at the Plant under this Contract whenever the AEC has reason to believe that all of the sewage from the former Air Base property cannot be so treated. It is the AEC's intent to treat all of the sewage from the former Air Base property to the extent that this can be done without undue interference with the AEC's meeting its other responsibilities.

5. Unless written consent therefore is obtained by the City from the AEC, none of the sewage defined in Attachment I will be transmitted through the sewer trunkline for acceptance by the AEC under Paragraph 1 above. It is the AEC's intent to process all of the sewage from the former Air Base property to the maximum extent compatible with Plant equipment and operations and AEC's other responsibilities.
6. All effluent from the Plant shall be the sole property of the Government and may be disposed of by the AEC as it may determine.
7. The AEC will use reasonable diligence to assure that the sewer lines for which AEC is responsible are properly maintained and that the Plant remains in operation. However, neither the Government and its contractors nor any officer, employee, servant or agent of either shall be liable to the City or anyone else who may be relying upon any service under this Contract in the event of any failure to provide any service under this Contract. The City will hold the Government, its contractors and the officers, employees, servants and agents of either of them harmless from all liability or claims of liability arising out of or in connection with the providing of any service under this Contract.
8. The AEC will be reimbursed for providing sewage treatment services in accordance with Attachment II, entitled Basis for Reimbursement.
9. This Contract shall become effective upon its execution by both parties and will continue in effect until terminated as provided below.
10. Either party may terminate this Contract effective as of the date of termination set forth in a written notice to the other party:

Provided, however, that such written notice will be given the maximum amount of time in advance of the effective date of termination as the party giving the notice is reasonably able to give under the then existing circumstances.
11. The City warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona

vide established commercial or selling agencies maintained by the City for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this Contract without liability or in its discretion to recover from the City the full amount of such commission, percentage, brokerage, or contingent fee.

IN WITNESS WHEREOF, the City and the AEC have executed this Contract in several counterparts.

Date: Feb 27, 1972

CITY OF AMARILLO, TEXAS
By: [Signature]
John S. Stiff
City Manager

Date: May 4, 1971

THE UNITED STATES OF AMERICA
BY: U.S. ATOMIC ENERGY COMMISSION
AMARILLO AREA OFFICE
BY: [Signature]
J. D. Yates, Manager
Amarillo Area Office

I, [Signature] certify that I am the City Secretary of the City of Amarillo, Texas; that John S. Stiff who signed this contract on behalf of the City of Amarillo, Texas, was then the City Manager of the City of Amarillo, Texas; that this contract was duly signed for and on behalf of the City of Amarillo, Texas, by authority of its governing body and is within the scope of its legal powers. In witness whereof, I have hereunto affixed my hand and the seal of the City of Amarillo, Texas.

(SEAL)

[Signature]

ATTACHMENT I

- (a) Any liquid or vapor having a temperature higher than 150°F.
- (b) Any water or waste which may contain more than one hundred (100) parts per million, by weight, of fat, oil or grease.
- (c) Any gasoline, benzine, naptha, fuel oil or other flammable or explosive liquid, solid or gas.
- (d) Any garbage that has not been properly shredded.
- (e) Any ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, paunch manure, or other solid or viscous substances capable of causing obstruction to the flow in sewers or other interferences with the proper operation of the Plant or its associated works.
- (f) Any wastes or waters containing suspended or dissolved solids of such character and quantity that unusual attention or expense is required to handle such materials at the Plant or in its associated works.
- (g) Any noxious or malodorous gas or substance capable of creating a public nuisance.
- (h) Any waters or wastes having a pH lower than 5.5 or higher than 10.0 or having any other corrosive property capable of causing damage or hazard to structures, equipment, and personnel of the Plant or its associated works.
- (i) Any water or wastes containing a toxic or poisonous substance such as plating or heat treating wastes in sufficient quantity to injure or interfere with any sewage treatment process, to constitute a hazard to humans or animals, or to create any hazard in the receiving waters of the Plant.
- (j) Any cyanide greater than 1.0 part per million, as CN.
- (k) Any hexavalent chromium greater than 1.0 part per million.
- (l) Any trivalent chromium greater than 10 parts per million.
- (m) Any copper greater than 1.0 part per million.

- (n) Any nickel greater 1.0 part per million.
- (o) Any cadmium greater than 1.0 part per million.
- (p) Any zinc greater than 1.0 part per million.
- (q) Any phenols greater than 12 parts per million.
- (r) Any iron greater than 5 parts per million.
- (s) Any tin greater than 1.0 part per million.
- (t) Any radioactive wastes greater than allowable releases,
as specified by current United States Bureau of Standards Handbooks
dealing with the handling and release of radioactivity.
- (u) Any mercury.

ATTACHMENT II

BASIS FOR REIMBURSEMENT

The City of Amarillo will reimburse the Atomic Energy Commission for the cost of providing sewage treatment service at the Pantex Plant in accordance with the following provisions:

The AEC will determine, on a monthly basis, the volume of sewage received from the City facilities at the Air Base which is processed through the AEC Sewage Plant. The City will accept, for purposes of reimbursement, the quantitative data furnished by the AEC, stated in thousands of gallons.

The City will provide the AEC, initially upon implementation of this agreement, a dollar sewage rate then currently being applied by the City to users of sewage facilities at the Air Base, and will advise the AEC at any time in the future this rate is changed.

Mason & Hanger - Silas Mason Co., Inc., acting for the AEC under Contract No. DA-11-173-AEC-487(A), will bill the City, on a monthly basis, using as a basis the City's rates to its users.

The City shall pay to Mason & Hanger - Silas Mason Co., Inc., P. O. Box 647, Amarillo, Texas 79105, the operating contractor, on the basis of the monthly billings submitted to the City by the Contractor.

The above reimbursement basis will be reevaluated at such times as the volume increases substantially or other special conditions dictate such as abnormal cost incurred by the USAEC.

MEMO ROUTE SLIP

Form AEC-93 (Rev. May 14, 1947) AECM 0240

See me about this.
Note and return.

For concur.
For signature.

For action.
For information.

| | | |
|---|--|---|
| TO (Name and unit) George Udell Director Contracts Division ALO | INITIALS <i>GU</i> DATE 3/14/72 | REMARKS |
| TO (Name and unit) <i>Procurement</i> | INITIALS DATE | REMARKS |
| TO (Name and unit) <i>[Signature]</i> | INITIALS DATE | REMARKS <i>signed by [Signature] 3/17/72</i> |
| FROM (Name and unit) <i>[Signature]</i> Prince Ramey, Chief Operations Branch AAO | REMARKS | Attached are three (3) copies of Contract AT(29-2)-2723 which provide for furnishing of sewage treatment services to the City of Amarillo. We have retained a copy for our files and have provided one to Mason & Hanger. |
| PHONE NO. 1641 | DATE 3/14/72 | Although we are not presently treating sewage for the city, this agreement will be used as the basis for doing so and for billing the city at any time we start treating sewage. |

USE OTHER SIDE FOR ADDITIONAL REMARKS

GPO: 1971 O-422-304

Per telecon from Gordon Kyle, 3/22/71

Ref: Contract AT(29-2)-2723 (City of Amarillo for Sewage Services)

He has not been able to get anything yet, so is sending our request to Prince Ramey, AAO, asking that he give us a reply as to the status of this contract (Number was assigned 1/30/69)

Ref: Contract AT(29-2)-2910 for License Agreement with Southwestern Bell.

He has the signed copy but has not yet had time to have copies and distribution made. Will try to get to it as soon as he can and send a copy to us.

phs

3/24/71
Per telecon from
Prince Ramey, AAO.
2723 is still under
negotiation + he
would like this
number kept open
JSC

MEMO ROUTE SLIP

Form AEC-93 (Rev. May 14, 1947) AEC 240

See me about this.
Note and return.

For concurrence.
For signa

For action.
For information.

| | | |
|---|------------------------|---------------------------|
| TO (Name and unit) <i>Mr. Kyle</i> <i>E x C</i> | INITIALS <i>SK</i> | REMARKS <i>Geneva:</i> |
| | DATE <i>9/29/71</i> | <i>I check with AFO</i> |

| | | |
|--------------------|----------|---|
| TO (Name and unit) | INITIALS | REMARKS <i>City of Amosillo. The final</i> |
| | DATE | <i>is now at the city Hall</i> |

| | | |
|--------------------|----------|--|
| TO (Name and unit) | INITIALS | REMARKS <i>for signature. Hopful it</i> |
| | DATE | <i>it will be signed this go</i> |

| | |
|---|---|
| FROM (Name and unit) <i>Geneva</i> GENEVA S. BACK PURCHASING AGENT USAEC ALO | REMARKS <i>Please advise status.</i> <i>Number issued to you 1/30/69.</i> |
|---|---|

| | |
|--------------------------|------------------------|
| PHONE NO. <i>7159</i> | DATE <i>9/28/71</i> |
|--------------------------|------------------------|

USE OTHER SIDE FOR ADDITIONAL REMARKS

GPO : 1968 O-294-619

| MEMO ROUTE SLIP Form AEC-93 (Rev. May 14, 1947) AECM 0240 | | See me about this. Note and return. | For concurrence. For signature. | For action. For information. |
|--|----------------------|--|------------------------------------|---------------------------------|
| TO (Name and unit) <i>Geneva Bank Contracts Div</i> | INITIALS | REMARKS <i>2590 - Cancel.</i> | | |
| | DATE | <i>12639 - Road open</i> | | |
| | | <i>2699 - " "</i> | | |
| TO (Name and unit) | INITIALS | <i>2723 - " "</i> | | |
| | DATE | <i>2807 - will be used - Road open</i> | | |
| | | <i>2851 - Cancel</i> | | |
| TO (Name and unit) | INITIALS | <i>2852 - Cancel</i> | | |
| | DATE | | | |
| | | | | |
| FROM (Name and unit) <i>Shelton E.C.</i> | REMARKS | | | |
| PHONE NO. | DATE <i>10/26</i> | | | |

USE OTHER SIDE FOR ADDITIONAL REMARKS

GPO : 1968 O-324-019

MEMO ROUTE SLIP

Form AEC-93 (Rev. May 14, 1947)

See me about this.

For concurrence

For action.

Note and return.

For signature.

For information.

| | | |
|------------------------------------|----------|---|
| Unit) Cyle | INITIALS | REMARKS 9/28/71 asked status. |
| | DATE | |
| Unit) | INITIALS | REMARKS |
| | DATE | |
| Unit) | INITIALS | REMARKS |
| | DATE | |
| nd unit) MENT BRANCH IVISION | REMARKS | Per telecon, this date, Contract No. AT(29-2)-2723 was assigned to you for an agreement with the City of Amarillo for sewage services |
| DATE 1/30/69 | | |

USE OTHER SIDE FOR ADDITIONAL REMARKS

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