INTERGOVERNMENTAL SUPPORT AGREEMENT (IGSA)

BETWEEN THE

UNITED STATES AND

CITY OF KILLEEN, TEXAS

W0VCAA-IGSA-A60RF-24-004

This is an Intergovernmental Support Agreement (hereafter referred to as the IGSA or Agreement) between the UNITED STATES and City of Killeen is entered into pursuant to federal law codified at 10 USC 2679. The statute authorizes the Secretary of the Army to enter into an IGSA on a sole source basis with a state or local government to receive installation support and services. The Secretary of the Army has delegated authority to Garrison Commander (hereafter referred to as GC) to execute agreements on behalf of the UNITED STATES.

The purpose of this IGSA is to outline the roles and responsibilities of the parties, identify the services to be furnished by the CITY, the prices to be paid by the UNITED STATES, and the appropriate reimbursement and quality control procedures. The parties undertake this Agreement in order to provide services, supplies or construction to the UNITED STATES, to achieve cost savings for the Department of the Army, and to provide additional revenues to local governments and their work forces.

RESPONSIBILITIES OF THE PARTIES:

The CITY shall perform the installation support services as stated in this IGSA. The term "installation support services" only includes services, supplies, resources, and support typically provided by a local government for its own needs and without regard to whether such services, supplies resources, and support are provided to its residents generally, except that the term does not include security guard or firefighting services.

This is a non-personal services agreement. Each party is responsible for all costs of its personnel including pay, benefits, support, and travel. Each party is responsible for supervision or management of its personnel.

The tasks, duties and responsibilities set forth in this IGSA may not be interpreted or implemented in any manner that results in CITY personnel creating or modifying federal policy, obligating appropriated funds of the UNITED STATES, or overseeing the work of federal employees. Under no circumstances, shall CITY employees or contractors be

deemed federal employees. If the CITY shall provide services through a contract, the contract must be awarded through competitive procedures. (This requirement does not apply to collective bargaining agreements between the CITY and its employees.) Employees of the UNITED STATES may not perform services for or on behalf of the CITY without the approval of the Garrison Commander (GC).

The following are authorized to act on the behalf of the GC in the execution of this agreement. They are:

IGSA- Manager (IGSA-M)
IGSA-Technical Representative (IGSA-TR)
IGSA-Functional Expert (IGSA-FE)

PHASE-IN:

The CITY shall commence a physical inspection, in conjunction with the government representative, of all systems under this agreement. Each system (Pavement, Grounds Maintenance, Fencing, Electric) is in an "as is, where is" condition without any warranties, representations, or obligation on the part of the UNITED STATES to make any alterations, repairs, or improvements. If a system is not serviceable by the IGSA start date, then CITY shall provide an estimate and scheduled date that services will begin for maintenance and repairs. Any system that is not being serviced will not be included in the monthly cost until services begin.

SUMMARY OF SERVICES AND PRICE:

In consideration for the services to be provided by the CITY, the UNITED STATES agrees to pay the CITY in accordance with the following amounts.

Service and Pricing Schedule

| Period | Service | Amour | nt | Tot | al Amount |
|--------|------------------------------|-------|--------------|-----|--------------|
| Year 1 | Pavement Costs | \$ | 1,900,000.00 | | |
| | Grounds Maintenance Costs | \$ | 400,000.00 | | |
| | Fencing Costs | \$ | 170,000.00 | \$ | 2,955,000.00 |
| | Electric Costs | \$ | 250,000.00 | | |
| | Supplies | \$ | 30,000.00 | | |
| | Labor | \$ | 205,000.00 | | |
| | Capital Investments | \$ | 0.00 | | |
| Year 2 | Pavement Costs | \$ | 1,957,000.00 | | |
| | Grounds Maintenance Costs | \$ | 409,000.00 | \$ | 3,339,150.00 |

| | Fencing Costs | \$ 174,500.00 | | |
|--------|------------------------------|--------------------|----|--------------|
| | Electric Costs | \$ 256,600.00 | | |
| | Supplies | \$ 30,900.00 | | |
| | Labor | \$ 211,150.00 | | |
| | Capital Investments | \$ 300,000.00 | | |
| Year 3 | Pavement Costs | \$ 2,005,925.00 | | |
| | Grounds Maintenance Costs | \$ 416,725.00 | | |
| | Fencing Costs | \$ 178,363.00 | | 0.444.000.00 |
| | Electric Costs | \$ 262,265.00 | \$ | 3,111,380.00 |
| | Supplies | \$ 31,673.00 | | |
| | Labor | \$ 216,429.00 | | |
| | Capital Investments | \$ 0.00 | | |
| Year 4 | Pavement Costs | \$ 2,066,103.00 | | |
| | Grounds Maintenance Costs | \$ 426,227.00 | | |
| | Fencing Costs | \$ 183,114.00 | | |
| | Electric Costs | \$ 269,233.00 | \$ | 3,500,222.00 |
| | Supplies | \$ 32,623.00 | | |
| | Labor | \$ 222,922.00 | | |
| | Capital Investments | \$ 300,000.00 | | |
| Year 5 | Pavement Costs | \$ 2,117,756.00 | | |
| | Grounds Maintenance Costs | \$ 434,383.00 | | |
| | Fencing Costs | \$ 187,192.00 | _ | 0.070.470.00 |
| | Electric Costs | \$ 275,214.00 | \$ | 3,276,479.00 |
| | Supplies | \$ 33,439.00 | | |
| | Labor | \$ 228,495.00 | | |
| | Capital Investments | \$ 0.00 | | |
| Year 6 | Pavement Costs | \$ 2,181,289.00 | | |
| | Grounds Maintenance Costs | \$ 444,414.00 | | |
| | Fencing Costs | \$ 192,208.00 | | 0.070.070.00 |
| | Electric Costs | \$ 282,570.00 | \$ | 3,670,273.00 |
| | Supplies | \$ 34,442.00 | | |
| | Labor | \$ 235,350.00 | | |
| | Capital Investments | \$ 300,000.00 | | |
| Year 7 | Pavement Costs | \$ 2,235,821.00 | | |
| | Grounds Maintenance Costs | \$ 453,024.00 | \$ | 3,450,779.00 |
| | Fencing Costs | \$ 196,513.00 | | |
| | Electric Costs | \$ 288,884.00 | | |

| | Supplies | \$ 35,303.00 | | |
|---------|------------------------------|--------------------|----------|---------------|
| | Labor | \$ 241,234.00 | | |
| | Capital Investments | \$ 0.00 | | |
| Year 8 | Pavement Costs | \$ 2,302,896.00 | | |
| | Grounds Maintenance Costs | \$ 463,615.00 | | |
| | Fencing Costs | \$ 201,808.00 | ው | 2 840 802 00 |
| | Electric Costs | \$ 296,651.00 | \$ | 3,849,803.00 |
| | Supplies | \$ 36,362.00 | | |
| | Labor | \$ 248,471.00 | | |
| | Capital Investments | \$ 300,000.00 | | |
| Year 9 | Pavement Costs | \$ 2,360,468.00 | | |
| | Grounds Maintenance Costs | \$ 472,705.00 | | |
| | Fencing Costs | \$ 206,353.00 | | 0.004.707.00 |
| | Electric Costs | \$ 303,317.00 | \$ | 3,634,797.00 |
| | Supplies | \$ 37,271.00 | | |
| | Labor | \$ 254,683.00 | | |
| | Capital Investments | \$ 0.00 | | |
| Year 10 | Pavement Costs | \$ 2,431,282.00 | | |
| | Grounds Maintenance Costs | \$ 483,886.00 | | |
| | Fencing Costs | \$ 211,944.00 | | 0.700.044.00 |
| | Electric Costs | \$ 311,517.00 | \$ | 3,739,341.00 |
| | Supplies | \$ 38,389.00 | | |
| | Labor | \$ 262,323.00 | | |
| | Capital Investments | \$ 0.00 | | |
| Total | | | \$ | 34,527,224.00 |

The costs in the payment schedule are based on current estimates and can be modified as needed through the Agreement, with coordination between the Parties.

The schedule above reflects costs in constant year dollars: however, the approved IGSA concept packet included provisions for inflation over the 10-year period. Such inflation may be negotiated between the UNITED STATES and the CITY.

INCREMENTAL FUNDING:

The UNITED STATES expects funding for this agreement to be provided incrementally. The UNITED STATES will notify the CITY of the amount available for obligation and payment under this Agreement and shall only be liable for payment of services up to this amount and subsequent amounts allotted to the Agreement by the IGSA-TR. The UNITED STATES anticipates that it will receive additional funds incrementally to the full

estimated cost of the services for each performance period. The CITY agrees to perform services up to, but not under any circumstances exceeding, the total amount of funds available under this Agreement or each subsequent allotment. The CITY shall notify the IGSA-TR one month before it shall exceed the amount of available funding.

Upon receipt of such notification, the IGSA-TR shall notify the CITY that additional funds have been allotted to the agreement and specify the amount; or if funds are not available, notify the CITY to suspend performance of the Agreement until funds are available.

TERM OF AGREEMENT:

The term of this Agreement shall be for one year from the execution of the Agreement by the IGSA-TR, and renewable for successive one-year periods for 9 additional years. The UNITED STATES shall only be obligated for one year of performance under the agreement, as it has no authority to obligate additional periods of performance without appropriation of adequate funds by the Congress. The UNITED STATES shall only be obligated for an additional year of performance upon receipt of such funds, and only upon written notice by the IGSA-TR of an intent to award the option for an additional year of performance. The IGSA-TR shall provide notice of the renewal of the IGSA at least 10 days prior to the expiration of then current performance period. The IGSA-TR may condition the renewal upon availability of funds and may suspend performance of the renewed period at no additional cost to the UNITED STATES, until adequate funds have been received. If funds are not received, the parties agree that the Agreement can be unilaterally terminated by the IGSA-TR without further liability to the UNITED STATES, except that the Parties agree if the UNITED STATES unilaterally terminates this Agreement due to inadequate funding, the UNITED STATES shall pay for any and all fees and cost incurred to the CITY at the day of termination.

PAYMENT:

Monthly Service Charges: The total monthly Services Charge due to the CITY is the fully built-up monthly charge to the UNITED STATES for provision of Pavement, Grounds, Fencing, and Electric maintenance/services, including operations and maintenance and repair/replacements NTE \$25,000 per service/workorder. Each option year amount will be paid evenly over the 12-month Agreement Period.

The UNITED STATES reserves the right to determine at its discretion whether it will pay for any portion of proposed projects. Projects required to comply with requirements and standards imposed by law that have changed during the agreement term will be paid subject to the availability of funds. Approved projects and improvements will be paid when accomplished.

The UNITED STATES shall pay the CITY for services based upon satisfactory completion of services on a monthly basis. Payment shall be based for services provided as set forth in this Agreement. The CITY shall not include any State or Local taxes in the prices it charges the UNITED STATES unless approved by the IGSA-TR in advance. The CITY

shall electronically submit invoices or payment requests to the UNITED STATES IGSA-TR and IGSA-FE specified in this document or future addendums. The IGSA-TR will not authorize payment unless all billed services have been satisfactorily completed and confirmed by IGSA-FE's, and may reduce the amount(s) billed for unsatisfactory or partial performance, or for other reasons specified in this Agreement.

The UNITED STATES will make payment in accordance with the Prompt Payment Act (31 USC 3903) and implementing regulations. Interest shall be paid for late payments as required by the Act and shall be paid at the rate established by the Secretary of the Treasury for disputes under the Contract Disputes Act of 1978. Payment will be made by the UNITED STATES through the General Fund Enterprise Business System (GFEBS). Modification to prices in the Agreement must be reduced to writing and approved and incorporated into the Agreement by the IGSA-M.

OPEN COMMUNICATIONS AND QUALITY CONTROL:

The Parties shall identify and present any issues and concerns that could potentially impede successful performance of the IGSA in a timely and professional manner. The CITY shall maintain a Quality Control Plan (QCP) to ensure all work is completed within the specified timelines and quality standards specified in the Agreement. After the agreement is signed, an initial joint meeting of the Parties will be conducted to discuss the terms of the Quality Control Plan. The initial meeting shall also discuss orientation of the CITY and its employees to work areas on the installation as well a phase-in plan to permit the orderly transition of responsibilities for performance of the services by the CITY.

INSPECTION OF SERVICES:

The CITY will only tender services and goods in conformance with the IGSA. The Directorate of Public Works (DPW), with the approval of the IGSA-M, shall appoint an IGSA-FE who will be responsible for inspecting all services performed. The CITY will be notified of the identity of the IGSA-FE and of any changes. If services are performed outside the installation, the IGSA-FE shall be granted access to areas where services are performed.

The IGSA-FE shall have the right to inspect and test all services; inspections and tests to be conducted in a manner that will not unduly delay the performance of work. If the IGSA-FE determines that services do not conform to the requirements in Agreement, the IGSA-FE can require the CITY to perform the services again, in whole or in part, at no additional cost to the UNITED STATES. Alternately, the IGSA-FE can reduce the price to be paid for services to reflect the reduced value of the services to be performed. If the services cannot be corrected by re-performance, the IGSA-FE can reduce the billed price to reflect the reduced value of the services to be performed. The IGSA-FE may alternately, in his sole discretion, waive price reductions or re-performance of services. Such waivers shall not constitute a waiver of requirements in the IGSA unless approved in writing by the GC.

If the CITY is unable to perform any of the services due to an occurrence beyond the reasonable control of the parties, such as Acts of God, unusually severe weather, or UNITED STATES activities on the installation which impede the CITY's performance, the CITY shall promptly notify the IGSA-FE.

In those rare instances in which the CITY fails to re-perform services or abandons performance, the UNITED STATES may perform or contract for performance of the services and charge those costs to the CITY. Except in an emergency, the UNITED STATES will not exercise this authority without providing prior notice to the POC designated by the CITY to allow for amicable resolution of issues between the parties. If services are deemed to be deficient and cannot be corrected to the satisfaction of the IGSA-FE, the GC may terminate the IGSA immediately. Such termination shall not become effective without prior notice and consultation with the CITY POC identified in this agreement.

TERMINATION:

The IGSA may be terminated by mutual written agreement at any time. Except as otherwise specified in this agreement, either party can unilaterally terminate this IGSA upon 180 days written notice to the Points of Contact (POC) designated in this Agreement.

The UNITED STATES reserves the right to terminate this agreement for its convenience at any time. When notified by the IGSA-M of the termination, the CITY shall immediately stop all work. The UNITED STATES will pay the CITY a percentage of the agreed price reflecting the percentage of work performed up to the time the CITY receives the termination notice. The CITY shall not be paid for any work performed or costs incurred which reasonably could have been avoided after notice of termination.

SUSPENSION OF AGREEMENT:

The UNITED STATES reserves the right to suspend performance of the agreement or access to the installation in event of emergencies, mobilizations, national security reasons or for other reasons outside the control of the UNITED STATES.

APPLICABLE LAW:

The IGSA is subject to the law and regulations of the UNITED STATES. If any federal statue expressly prescribes policies or requirements that differ from the terms and conditions of this IGSA, the provisions of the statute shall govern.

CLAIMS AND DISPUTES:

The parties shall use their best efforts to resolve any disagreement or disputes they may have regarding this Agreement. To minimize disputes, the parties will meet periodically, preferably monthly, to discuss performance and any other issues they may have. The

IGSA-TR shall represent the UNITED STATES in such meetings. The CITY Assistant Director- Aviation, or alternate designee, shall represent the CITY in those meetings.

If the parties are unable to resolve an issue, the IGSA-TR or the CITY may submit a claim arising out of the Agreement to the IGSA-M for a final decision. The written submission must specify the nature and basis for the relief requested and include all data that supports the claim and may designate a CITY representative to discuss the claim and its resolution. The IGSA-M shall issue a final decision within 90 days of receipt of each claim.

The parties agree to the above procedures in lieu of litigation in any forum.

NOTICES, POCs, ANNUAL REVIEWS, AND AMENDMENTS TO THE IGSA:

The POCs for issues pertaining to this IGSA are as follows:

For the UNITED STATES, the IGSA-Manager is Kelly Sandifer, kelly.j.sandifer2.civ@army.mil

For the UNITED STATES, the IGSA-Technical Representative is Sharon Incle, sharon.incle.civ@army.mil

For the UNITED STATES, the IGSA-Function Expert is/are: Erik Jegermanis, erik.s.jegermanis.civ@army.mil (Pavement/Sweeping) Adam Alexander, adam.h.alexander.civ@army.mil (Fencing, Electrical/Lighting, Grounds)

For the CITY, the primary point of contact is the Maintenance Manager, Christopher Cole, cacole@killeentexas.gov

For the CITY, the alternate point of contact is the Operations Manager, Alfred Palmieri, <u>apalmieri@killeentexas.gov</u>

For the CITY, the functional representative is the Airport Maintenance Supervisor, Andy Gillham, qgillham@killeentexas.gov

Unless otherwise specified, all notices under this Agree shall be provided to the POCs specified above.

If changes to the IGSA are necessary, the CITY Manager, the IGSA-M and the IGSA-TR shall meet at least 90 days prior to the expiration of the current Agreement.

Any party can propose amendments at any time. All amendments must be reduced to writing and incorporated by amendment to Agreement by the IGSA-M to be effective.

DUTY TO PROTECT GOVERNMENT PROPERTY ON THE INSTALLATION:

The CITY shall conduct a visit of the installation with the IGSA-FE prior to performance to satisfy itself of the general and local conditions existing on the installation to include sites where services will be performed. The CITY shall prepare an accident-avoidance plan and plan to protect UNITED STATES property on the Installation. The accident-avoidance plan should identify the measures the CITY will take to ensure that personnel operating motor vehicles obey the rules of the road and employ techniques to avoid accidents or collisions while traversing Fort Cavazos property. The plan shall also identify measures the CITY will take to avoid unnecessary wear and tear on the UNITED STATES owned facility. The CITY shall take measures to protect and not damage any property of the UNITED STATES during performance of services. Should the CITY damage such property, the CITY may replace the item or restore it to its prior condition at its own cost or reimburse the UNITED STATES for such costs. If the CITY does not take measures to replace or restore, the UNITED STATES reserves the right to deduct replacement or restoration costs from amounts billed by the CITY each month.

The IGSA-M shall provide written notice of the UNITED STATES intent to offset costs against billings to allow the parties to resolve the matter amicably. Such resolution can include a schedule for payments to cover the loss or restoration of UNITED STATES property over the term of the current period of performance.

CONTINUITY OF SERVICES:

The CITY recognizes that the services under this Agreement are vital to the UNITED STATES and must be continued without interruption and performed even in event of a dispute between the parties (not including lack of available funding). Should the UNITED STATES terminate this Agreement for any reason, the CITY agrees to furnish phase-in training to any successor contractor and exercise its best efforts and cooperation to effect an orderly and efficient transition of services.

HOLD HARMLESS:

Except as otherwise provided in this Agreement, the CITY shall indemnify and hold the UNITED STATES harmless against any and all judgments, expenses, liabilities, claims and charges of whatever kind or nature that may arise as a result of the activities of the CITY or its employees in performance of this Agreement.

WAGES AND LABOR LAW PROVISIONS:

These provisions apply to the CITY and any contractor performing services under this IGSA on behalf of the CITY. The CITY shall be exempt from federal labor statutes, provided it pays its employees at wage grades or rates normally paid by the CITY and complies with all applicable CITY labor laws and standards. In no event, however, shall any employee be paid at wage rate below the minimum wage established in the Fair Labor Standards Act. The CITY shall comply with all applicable federal, state, and local

occupational safety and health requirements and standards. If the CITY has knowledge that any actual or potential labor dispute by its employees may delay or threaten to delay performance of the contract, the CITY shall immediately notify the IGSA-M and the IGSA-TR. The CITY shall provide timely updates until the dispute is resolved.

NON-DISCRIMINATION AND SEXUAL ASSAULT/HARASSMENT:

This provision applies to CITY and its contractors. The CITY agrees not to discriminate against any employee based upon race, color, religion, sex, national origin, or sexual orientation, or to allow any employee to engage in discriminatory practices or conduct while performing work under this IGSA. The CITY shall not permit employees which engage in sexual assault, sexual harassment or trafficking to perform services under this IGSA. The CITY shall not engage in age discrimination and shall comply with the Americans with Disabilities Act with respect to the hiring and accommodation of employees performing services under this IGSA.

TRANSFERABILITY:

This Agreement is not transferable except with the written authorization of the GC.

ACTIONS OF DESIGNEES:

Any act described in the IGSA to be performed by an individual or official can be performed of the designee of such individual or official, with the exception of the IGSA-M.

ANNEX:

The following Annex are attached to and made a part of this Agreement:

Annex A- General Provisions

Annex B- Scope of Work (Pavement)

Annex C- Scope of Work (Grounds Maintenance, Fencing and Electrical/ Lighting)

Signatures and dates of signatures of the parties:

| Date | Date | _ |
|-------------------------------|------------------------|---|
| | 0 5 JUN 2024 | |
| KILLEEN, TEXAS | GARRISON COMMANDER | |
| CITY MANAGER, CITY OF KILLEEN | COLONEL, U.S. ARMY | |
| KENT CAGLE | LAKICIA R. STOKES | |
| | | |
| FOR THE CITY OF KILLEEN: | FOR THE UNITED STATES: | |

ANNEX A GENERAL PROVISIONS

CITY FURNISHED PROPERTY:

The CITY shall furnish all supplies, equipment, facilities, and services required to perform work under this Agreement. All CITY furnished property shall meet applicable Federal, State, local and Department of Defense and Army laws, codes, and regulations. The CITY's property shall be operational as intended by the manufacturer, safe, clean, and suitable for use at a military installation.

All parts and materials used by the CITY shall be new and meet the original manufacturer's specifications. The only exception to this policy is if the part requiring replacement is no longer manufactured and new parts are no longer available.

The CITY shall obtain all required licenses and permits for performance of work, in compliance with all applicable Federal, State and local laws.

The CITY shall provide and maintain its own telephone lines necessary to maintain contact with the FC911 center.

UNITED STATES FURNISHED PROPERTY:

The UNITED STATES will provide access to the below listed government sweepers until the CITY is able to purchase their own sweepers. The CITY will be allotted funds in Option Years 2, 4, 6, and 8 to facilitate the purchase of new sweepers. As a new sweeper is purchased by the CITY, the CITY will return a government sweeper back to the UNITED STATES.

All government sweeper maintenance must be coordinated with LRC and OMD-Business Team, DPW-Fleet Manager.

| Specifications | Sweeper 1 | Sweeper 2 | Sweeper 3 | Sweeper 4 |
|--------------------|---|---|--|---|
| MATCAT CD | Z2200 | Z2200 | K51PY | Z2200 |
| LIN | S76994 | S76994 | S76994 | S76994 |
| NSN | 01C044546 | 01C044546 | 010958319 | 01C044546 |
| NSN DESCRIPTION | SWEEPER, AIR RUNWAY: 99HP HIGH SPEED TYM | SWEEPER, AIR RUNWAY: 99HP HIGH SPEED TYM | SWEEPER ROT SP HS | SWEEPER, AIR RUNWAY: 99HP HIGH SPEED TYM |
| Bumper Number | 424 | 919 | 945 | 493 |
| Equipment Name | TYMCO MDL: 600, SER: 201811SNS64993 HSP, VIN: 1HTMMMMN4JH7 12424 | TYMCO MDL: 600, SER: 201811SNS64893HS P, VIN: 1HTMMMMN5JH7099 19 | FREIGHTLINER, MDL: SCHWARZE A7 ZEPHYER AIRFIELD SWEEPER, SER: 1FVACXDTXHHJG6 922 | TYMCO MDL: 600, SER: 201809SN561493HSP, VIN: 1HTMMMMN6HH505916 |

| MAKE | TYMCO | TYMCO | FREIGHTLINER | ТҮМСО |
|--------------------------------|--|---|---|---|
| MODEL | 600 | 600 | SCHWARZE | 600 |
| YEAR | 2017 | 2017 | 2017 | 2017 |
| COLOR | WHITE | WHITE | WHITE | WHITE |
| SERIAL NUMBER (VERIFIED) | 201811SNS64993 HSP / 1HTMMMMN4JH7 12424 | 201811SNS64893HS P /1HTMMMMN5JH709 919 | 17ARUN158 / 1FVACXDTXHHJG6 922 | 201809SNS61493HSP /1HTMMMMN6HH50591 6 |
| FEDERAL TAG | W010343 | W010342 | W010345 | W010344 |
| NOMECLATURE (LOGSA) | SWEEPER, AIR RUNWAY | SWEEPER, AIR RUNWAY | SWEEPER ROTARY SELF-PROPELLED: DED HIGH | SWEEPER, AIR RUNWAY |

The DAO will provide the CITY with office space in the DAO assigned facility, building 7016 RM 105, for the CITY'S use under this Agreement. Any additional space required shall be coordinated through DAO.

The CITY shall maintain physical security and key control in this provided office space. It is the responsibility of the CITY to establish and maintain this area, which shall remain DAO assigned property and be returned to the DAO free of trash and debris upon completion or termination of the Agreement. The UNITED STATES will maintain the structure of the facility.

The UNITED STATES will provide water service, sewage service, electric service and refuse collection for the DAO assigned provided facility at no cost to the CITY. Internet connections are the CITY's responsibility. The UNITED STATES will not provide gas service. The CITY shall instruct employees in utilities conservation practices.

The CITY shall replace or repair any destroyed or damaged equipment or property caused by its employees whether intentionally or through negligence. Should UNITED STATES furnished equipment require repairs or become inoperable, the CITY shall notify the IGSA-FE. UNITED STATES furnished property shall not be removed from the installation or used to perform other than services specified in this agreement.

The UNITED STATES will provide the CITY any available spare parts that are existing on site for the lighting system at RGAAF at the time of transition, however, all repair/replacement parts must be purchased and obtained by the CITY.

SYSTEM DEFICIENCIES PROJECTS:

The CITY shall provide a project's cost list to correct the system deficiencies to meet industry standard. The project's cost list shall be listed in the following format along with a project estimate.

| Project # | Project Name | Start Date | Completion | Project Cost |
|-----------|--------------|------------|------------|--------------|
| | | | | |

The below listed project for the RGAAF Beacon is the only project that DPW will work prior to IGSA start.

| Project Number | Project Name | Project Scope | Project Status |
|-------------------|-------------------------------|--|----------------|
| AFB207403P | Beacon Operating System | REPLACE ROTATING BEACON OPERATING SUPPORT SYSTEM - BUILDNG 90011 (Bypass Liberty Lighting System to turn beacon on/off remotely) | Awarded |

Sustainment, Restoration & Modernization: The CITY shall provide quotes for each service/workorder that costs over \$25,000. The difference will be paid for repairs requiring replacement that exceed \$25,000 on a separate CLIN not to exceed \$2M.

System Deficiency: Any infrastructure that requires upgrades to the system to bring it to industry standard will be paid on a separate CLIN.

Capital Improvements: The CITY shall provide project proposals for major improvements to existing infrastructure. Proposals that are reviewed and approved will be paid on a separate CLIN. Projects more than \$4M will require additional government review of estimate and justification of price exceeding \$4M.

The UNITED STATES reserves the right to determine at its discretion whether it will pay for any portion of proposed projects. Projects required to comply with requirements and standards imposed by law that have changed during the agreement term will be paid subject to the availability of funds. Approved projects and improvements will be paid when accomplished.

DEFINITIONS:

Directorate of Aviation Operations (DAO). The directorate with the responsibility to support the operations for Army Airfield/Heliport and Air Traffic Services.

Directorate of Public Works (DPW). The directorate with the responsibility for maintenance of all Real Property Assets, facilities and grounds.

Hazardous Materials. Materials that are designated by a government technical representative as potentially hazardous and requiring safety controls (e.g. pesticides, herbicides, fertilizers). Any ignitable, corrosive, explosive, radioactive, reactive, or toxic material that may pose a threat to human health or the environment; and the disposal and handling of which is regulated by Federal Law.

Maintain. The requirement to keep a system in an existing state of repair, efficiency, or validity and preserve from failure.

Normal United States Working Hours/Days. 0730 to 1630 hours Monday through Friday, excluding Federal holidays.

Safety Data Sheet (SDS). A document that chemical manufacturers supply with their products to describe the chemical's general properties, its hazards, and how to safely use, handle, and store the product.

Scope of Work (SOW). A document that describes the essential requirements of the Agreement for the items, materials, or services to be provided and the standards to be met.

System. A group of components to form a whole.

United States Furnished Property. Means property in the possession of, or directly acquired by, the United States and subsequently made available to the CITY.

ACRONYMNS:

| AR | Armv | Regulation |
|--------|------------|-------------|
| , vi v | , , | rtogalation |

IGSA-FE Intergovernmental Support Agreement Functional Expert

IGSA-TR Intergovernmental Support Agreement Technical Representative

IGSA-M Intergovernmental Support Agreement Manager

CLIN Contract Line-Item Number
DA Department of the Army
DOD Department of Defense
DPW Directorate of Public Works

FC Fort Cavazos

IAW In Accordance With SDS Safety Data Sheet NLT No Later Than OPSEC Operation Security

PM Preventive Maintenance

POC Point of Contact

POP Period of Performance
QCP Quality Control Program

INSTALLATION SECURITY AND ACCESS REQUIREMENTS:

The CITY shall not permit employees who are not citizens or lawful immigrants to perform services under this IGSA. Employees who have been convicted of felonies, sex crimes, drug offenses or violent crimes, shall not perform services under this IGSA without the specific approval of the IGSA-M. The CITY shall not permit any employee to perform work on this IGSA if such person is identified by the IGSA-FE as a potential threat the health, safety, security, general well-being, or operational mission of the UNITED STATES. The IGSA-M may deny the continued entry of any employee upon receipt of information that indicates that the individual's continued entry to the installation is not in the best interests

of national security. All CITY vehicles will be identifiable and include the CITY name or logo.

FEDERAL HOLIDAYS:

CITY performance shall be required on the legal federal holidays listed below.

New Year's Day 1st of January 3rd Monday in January Martin Luther King Jr.'s Birthday 3rd Monday in February President's Day Memorial Day Last Monday in May Juneteenth 19th of June 4th of July Independence Day 1st Monday in September Labor Day 2nd Monday in October Columbus Day 11th of November Veterans Day Thanksgiving Day 4th Thursday in November Christmas Day 25th of December

When a legal holiday falls on a Saturday, the preceding Friday is observed as a holiday. When one of the designated legal holidays falls on a Sunday, the following Monday will be observed as a legal holiday. This list of holidays relates to Government duty days by the published Army calendar.

INSURANCE:

The CITY shall at its own expense provide and maintain during the entire period of this IGSA the following insurance:

- a. General liability insurance with a minimum combined single limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate for all premises and operations. The policy shall include coverage for bodily injury, death and property damage arising out of actions or omissions by the CITY or its employees or contractors.
- b. Comprehensive vehicular liability insurance in the combined single limit of \$1,000,000 per occurrence for bodily injury and property damage.
- c. Copies shall be furnished to the IGSA-TR and IGSA-M before providing services under this agreement.

LIABILITY FOR DAMAGE TO THIRD PARTIES:

The CITY shall be liable to the government for loss or damage to third parties in performance of the services, wherever performed, and for injury or death of persons resulting from the negligence or fault of the CITY, its employees, its contractors, or agents in performance of the contract. The CITY shall hold the UNITED STATES harmless from

claims or litigation from third parties and shall indemnify the UNITED STATES for all judgments against it as well as costs incurred in connection with defense of such litigation. The UNITED STATES shall not be responsible for injuries and deaths to the CITY's employees or employees of its contractors, unless caused by a UNITED STATES employee and compensable pursuant to federal legislation authorizing recovery against the UNITED STATES.

DUTY TO COOPERATE IN ACCIDENTS AND DAMAGE:

The CITY shall fully cooperate with the UNITED STATES in investigations involving accidents or damage to property or persons on property under federal control. The CITY shall timely furnish to the IGSA-FE reports of investigations it completes regarding such incidents.

ENVIRONMENTAL REQUIREMENTS:

The CITY shall obtain all required licenses and permits for performance of work, in compliance with all applicable Federal, State, and local laws.

All chemicals used by the CITY shall maintain a Safety Data Sheet (SDS) and provide a copy to the IGSA-FE. Before any chemicals are used at Fort Cavazos a completed Hazardous Material Authorization Request (Attachment A) shall be turned in to the DPW Environmental Division (Building 4622) for approval.

CITY personnel who apply chemical sterilant must possess a Texas Department of Agriculture (TDA) Commercial applicator license in the applicable categories as required by the State of Texas. Refer to the TDA website: http://www.agr.state.tx.us/agr/program_render/0,1987,1848_5325_7016_0,00.htm

In addition to the commercial standards, CITY personnel who apply chemical sterilant on a Department of Defense (DOD) Installation must also follow the Army Regulation 200-1 Environmental Protection and Enhancement.

DD FORM 2744 is required for annual and monthly maintenance based on the preventive maintenance schedule for generators refer to 3.1.1.2. Ensure that DD FORM 2744 is provided to the Environmental Clean Air Act Team located in building 4622 or email usarmy.cavazos.id-readiness.mbx.dpw-air-quality@army.mil.

DRUG FREE WORKPLACE ON MILITARY INSTALLATIONS AND FACILITIES:

All property under the control of the Department of the Army are drug free areas. Notwithstanding any contrary State or Local law, the Public Partner shall notify all individuals performing services on the installation that no controlled substances as specified in the Controlled Substances Act and 21 Code of Federal Regulations shall be sold, distributed, used, or consumed on the installation. The IGSA-FE may direct the CITY

to bar individuals who violate these laws and policies. Such individuals additionally may be barred from access to the installation by the installation commander.

PUBLIC PARTNER EMPLOYEE REQUIREMENTS:

All CITY and contractor employees shall comply with all installation security, health, and safety conditions. Employees who interface with government personnel shall be able to speak and understand English. All employees shall wear identification badges or distinctive clothing which clearly identifies that they are CITY employees. At the conclusion of the IGSA or whenever an employee no longer performs IGSA services, the CITY will provide the IGSA-FE all identification, access pass, or other credentials furnished by the government.

July 2, 2024 Workshop Meeting This is a working document and is subject to change. Items may be moved, added or removed, as needed or requested. Requesting **Agenda Title** Agenda Item Department Presentations Resolution Receive Fiscal Year 2025 Proposed Annual Budget and overview provided by the City Finance Manager Set the date of July 23, 2024, to hold a public hearing on the Fiscal Year 2025 Annual Finance Receive Fiscal Year 2025 Proposed Capital Improvement Program overview Finance Approve Governing Standards City Attorney Authorize City Manager to sign an agreement with the Federal Aviation Administration for an Airport Improvement Program Grant for the Taxiway E Relocation Project at Killeen Aviation Regional Airport Authorize City Manager to sign an agreement with the Federal Aviation Administration for an Airport Infrastructure Grant for the Terminal Security System Improvements Aviation Project at Killeen Regional Airport Authorize City Manager to sign an agreement with the Federal Aviation Administration for an Airport Infrastructure Grant for the Terminal Mechanical Improvements Project at | Aviation Killeen Regional Airport Purchase of Aquatics Chemicals for Family Aquatic Center & Long Branch Park Parks & Recreation PSA(Professional Services Agreement) with Quintero Engineering Professional surveying Community Development and civil engineering services Approval of an Intergovernmental Support Agreement with the U. S. Army Garrison at Aviation Fort Cavazos, Texas. Declare a Vacancy on the Killeen Parks and Recreation Advisory Board Parks & Recreation Change Order #1 Transfer Station Crane **Public Works** Ordinance **Public Hearing** Public Hearings will be held at the Regular City Council Meeting on July 9 Discussion Item **Councilmember Request for Future Agenda Items Updates - City Manager / Other Entities Executive Session**

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ANNEX B - Scope of Work (Pavement)

| Pavements @ RGAAF | QTY/yr RGAAF | Unit of Measure |
|---|-----------------|-----------------|
| Asphalt Repairs (minor) | 1,350 | SF |
| Asphalt Crack Seal | 45,000 | LF |
| Concrete Repairs (minor & cracks) | 1,350 | SF |
| Concrete Joint Seal | 50,000 | LF |
| Vegetation Control (within pavement area) | 500,000 | LF |
| Striping/Markings | 125,000 | SF of Paint |
| Rubber Removal | 260,000 | SF |
| Sweeping | 304,147 | MSF |

| Pavements @ YDAHP | QTY/yr YDAHP | Unit of Measure |
|---|-----------------|-----------------|
| Asphalt Repairs (minor) | 1,350 | SF |
| Asphalt Crack Seal | 45,000 | LF |
| Concrete Repairs (minor & cracks) | 1,350 | SF |
| Concrete Joint Seal | 65,000 | LF |
| Vegetation Control (within pavement area) | 200,000 | LF |
| Striping/Markings | 125,000 | SF of Paint |
| Sweeping | 110,593 | MSF |

1. Applicability:

All pavement maintenance and repairs associated with this agreement will adhere to the following specifications. Herein, "City" refers to the City of Killeen Airport Authority, "Army" to the United States Army Garrison Fort Cavazos (formerly known as Fort Hood), "DAO" to the Garrison's Directorate of Aviation Operations, and "DPW" to the Garrison's Directorate of Public Works.

DAO facilities managed shall be Robert Gray Army Airfield (RGAAF) and Yoakum-DeFrenn Army Heliport (YDAHP) (formerly known as Hood Army Heliport (HAHP).

The City and its contractors shall perform all work under this Agreement and in accordance with (IAW) any specified and applicable current codes and regulations (i.e. DOD/FAA). "Current" refers to the newest edition of time of execution. DAO Airfield Manager and DPW IGSA Appointee (i.e. Technical Representative/Engineer/Airfield Program Manager) shall concur any deviations. Refer to "References" section for codes and regulations and Figure 3 & B for different criteria requirements for each area. Refer to Figure 2 for Areas of responsibilities for this IGSA.

The City shall submit a copy of all approved submittals referenced herein or in the reference material to DAO and DPW's IGSA Appointee (i.e. testing, materials, work plans and projected schedule). A single initial submittal package (after award) is acceptable. If a substitution is made a new submittal is required to be submitted.

2. References:

All references listed below are specifications and additional references of pavement criteria to be followed to fulfill the work executed in this Agreement. UFC/UFGS is considered DOD Criteria and Advisory Circular (AC) is considered FAA Criteria. Refer to Figure 3 & B for criteria requirements for each area.

| Unified Facilities Criteria (UFC) | |
|-----------------------------------|---|
| 3-250-03 | Standard Practice Manual for Flexible Pavements |
| 3-250-04 | Standard Practice for Concrete Pavements |
| 3-250-08FA | Standard Practice for Sealing Joints and Cracks in Rigid and Flexible |
| | Pavement |
| 3-250-09FA | Aggregate Surfaced Roads and Airfield Areas |
| 3-260-01 | Airfield and Heliport Planning and Design |
| 3-260-02 | Pavement Design for Airfields |
| 3-260-03 | Airfield Pavement Evaluation |
| 3-260-04 | Airfield and Heliport Marking |
| 3-270-01 | O&M Manual: Asphalt and Concrete Pavement Maintenance and Repair |
| | Unified Facilities Guide Specifications (UFGS) |
| 32 01 11.51 | Rubber and Paint Removal from Airfield Pavements |
| 32 01 13.62 | Asphalt Surface Treatment |
| 32 01 13.63 | Gilsonite Modified Asphalt Emulsion Seal Coats |
| 32 01 13.64 | Bituminous Pavements Liquid Rejuvenating |
| 32 01 17.61 | Sealing Cracks in Asphalt Pavement |
| 32 01 18.71 | Grooving of Airfield Paving |
| 32 01 19.61 | Sealing of Joints in Rigid Pavement |
| 32 01 29.61 | Partial Depth Patching of Rigid Paving |
| 32 12 15.13 | Asphalt Paving for Airfields |
| 32 12 15.16 | Stone Matrix Asphalt (SMA) for Airfield Paving |
| 32 12 17.19 | Fuel Resistance Asphalt Paving — Sùrface Course |
| 32 13 14.13 | Concrete Paving for Airfields and Other Heavy-Duty Pavements |
| 32.17.23 | Pavement Markings |
| | Federal Aviation Administration (FAA) |
| AC 150/5300-13B | Airport Design |
| AC 150/5320-6G | Airport Pavement Design and Evaluation |
| AC 150/5320-12 | Maintenance of Skid Resistant Airport Pavement Surfaces |
| AC 150/5340-1M | Standards for Airport Markings |
| AC 150/5370-2G | Operational Safety on Airports During Construction |

| AC 150/5370-10H (10G) | Standard Specifications for Construction of Airports |
|-----------------------|--|
| AC 150/5380-6 | Guidelines and Procedures for Maintenance of Airport Pavements |

3. Work Planning:

3.1. Work Planning

Except in those cases which require immediate action or repair, the City shall submit a work plan to the DAO and DPW for review and approval no later than 14 days prior to work start, unless otherwise agreed to. The work plan will present the scope of work, contacts, timelines, staging areas, haul routes, locations of traffic control measures (barricades, et cetera) to be placed.

3.2. Publication of Notices to Airmen (NOTAMs)The DAO assumes responsibility for the publication of NOTAMs when required for any affected work areas.

3.3. Barricades

Low profile barricades will be used/installed to control traffic flow during repair/restriping projects. Frangible lighting will be installed on barricades which will remain in-place during hours of darkness. Barricades will conform to FAA Advisory Circular 150/5370-2G, Paragraph 2.20, "Hazard Marking, Lighting and Signing."

3.4. Dig Permits

The City is required to request and receive an approved Dig Permit issued by the Fort Cavazos Dig Permit office prior to any excavations more than six (6) inches. Fill out FC 200-10 Dig Permit form, and the DPW OMD 001 Line Locate form. Sign the first page of each form and submit to the DPW dig permit address: usarmy.cavazos.id-readiness.mbx.dpw-env-dig-permits@army.mil. All dig permits require a photo, map, or plans that identify where the work will take place. You will receive an email upon successful completion, and a follow-on email once approved, with instructions and what to expect next for the actual markings/line locating on site.

4. Foreign Object Debris (FOD) Control:

Areas of pavement maintenance and repair will be swept and inspected for FOD prior to the area being released for airfield operations. Refer to paragraph 10 "Sweeping" of this document.

5. Damage During Construction:

Repair any damage to the pavement surface, joint, and crack seals, or other Government property caused during the performance of the work at the City's expense. The City will complete the repairs within two (2) weeks of notification date.

6. Surface Repairs:

6.1. Asphalt

6.1.1. Guidance Specifications

All repairs to asphalt pavement shall be IAW UFC 3-260-02, UFC 3-270-01, UFGS 32 12 15.13, FAA AC 150/5380-6 and any applicable and current codes and regulations (i.e. DOD/FAA). Refer to Figures 3 and C for areas that require specific criteria consideration, whichever is more stringent. "Current" refers to time of execution. DAO Airfield Manager and DPW IGSA Appointee shall concur any deviations.

6.1.2. Asphalt Repairs

6.1.2.1. Specification Assurances

- 1) All materials shall be suited for use in the Central Texas climate.
- 2) HMAC material testing is required. Refer to UFC 3-250-03 for all applicable testing

requirements.

- 3) Prior to applying any new asphalt patch, the area shall be cut into a rectangular shape to a minimum of twelve inches (12") from the edge of the damaged pavement. Existing material shall be removed to a minimum depth of two inches and a maximum depth of eight inches (8"). At the time of repair, the base course shall be visually inspected to determine its suitability for re-use. If the base course is found to be contaminated with fines or other deleterious material, it shall be removed, replaced in kind, damped, and compacted. Steps in UFC 3-270-1 Chapter 4 shall be followed.
- 4) The patch area shall have an even coat of tack applied at an application rate of between 0.05 and 0.15 gallons per square yard of surface coverage. The City will charge for in place material at rate specified in this Agreement.





6.1.2.2. Exclusions

Geotechnical investigation, full reconstruction, major asphalt repairs more than three feet by three feet (3'x3') in dimension, and full-scale mill and overlay of a section of pavement, are not covered by this specification or the intent of this IGSA. They shall be evaluated jointly by the City, DAO, and DPW, on a case-by-case basis.

6.1.3. Asphalt Crack Seal

6.1.3.1. Specification Assurances

- 1) Hairline Cracks Less than .25" shall not be sealed.
- 2) All crack sealants shall be suited for use in the Central Texas climate and airfield grade.
- 3) Shall be installed per manufactures recommendation.
- 4) All vegetation will be removed from cracks prior to application of sealant. If extensive vegetation is present, treat the specific area with a concentrated solution of a water- based herbicide approved by the appropriate code and regulations and EPA.
- 5) Clean surrounding area immediately after application is in place.

Figure 3-2 Sealing the Crack. From UFC 3-270-01 (2018), for reference only.



6.1.3.2. Exclusions

Asphalt cracks over two inch (2") in width shall not be considered as part of this agreement except by arrangement and shall be negotiated as separate task orders or repaired via alternate means.

6.2. Concrete

6.2.1. Guidance Specifications

All work and repairs to Concrete pavement shall be IAW UFC 3-250-04, UFC 3-260-02, UFC 3-270-01, UFGS 32 13 14.13, FAA AC 150/5380-6 and any applicable and current codes and regulations (i.e. DOD/FAA). Refer to Figures 3 and C for areas that require specific criteria consideration. DAO Airfield Manager and DPW IGSA Appointee shall concur any deviations.

6.2.2. Concrete Repairs

6.2.2.1. Specification Assurances

- 1) All materials shall be installed shall be as per manufacturer instructions/recommendations.
- 2) Concrete material testing is required. Refer to UFC 3-250-04 for all applicable testing requirements.
- 3) Small, localized repairs of less than 1' x 1' and less than 6" in-depth (total volume less than 0.5 cubic feet) may be repaired using Methyl Methacrylate based material (BASF MasterEmaco S6000 or equivalent).
- 4) an epoxy resin elastomeric concrete repair kit (Delpatch or equivalent) as an option.
- 5) Repairs of greater than 1' in any direction or 0.5' in-depth will be performed with Portland Cement Concrete (PCC) with a maximum slump of 5 inches IAW UFC 3-25-04.

- 6) The damaged area will be isolated from the surrounding pavement by saw cutting. Saw cut no more than 1" from surrounding damage at a depth of 3". Saw cuts will be straight and form rectangular areas. Check all delaminated area is captured in the repairs.
- 7) Install expansion joint in all concrete repairs IAW UFC 3-270-01. If next to an existing expansion joint, remove and replace after the concrete have cured.
- 8) Install dowel bars when required per UFC 3-270-01 and IAW to UFC 3-270-01
- 9) If base material is encountered work should stop, DAO shall be contacted to determine if a task order should be filled out or alternate methods should be used.
- 10) Prior to concrete placement, the concrete surface shall be moistened with water, as by spraying or other means. Existing joints shall be maintained throughout placement.
- 11) Concrete placement shall take place within 90 minutes after mixing. Concrete placement shall only happen when temperatures are above 34° F, unless otherwise approved.
- 12) Concrete shall be floated, vibrated, and broom finished.
- 13) Surface shall deviate no more than 1 /8" (0.125) vertically from surrounding surfaces.

Figure 3-3 Typical Spall Repair Boundaries. From UFC 3-270-01 (2018), for reference only.

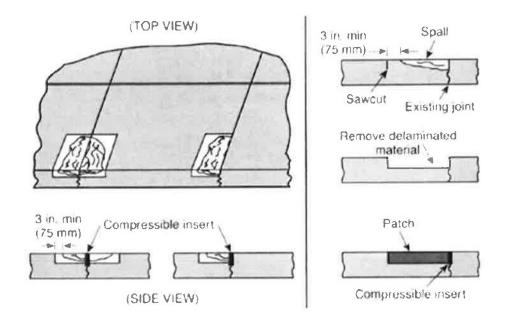


Figure 3-4 Compressible Insert. From UFC 3-270-01 (2018), for reference only.



6.2.2.2. Exclusions

Whole slab replacement, repairs of greater than 3' x 3' or if dowel bars or reinforcing are encountered during removal are not considered to be part of this agreement and shall be negotiated as separate task orders or repaired via alternate means.

6.2.3. Concrete Crack Repairs

6.2.3.1. Specification Assurance

- 1) Hairline cracks of less than .125" shall not be sealed.
- 2) All crack sealants shall be suited for use in the Central Texas climate.
- Crack sealants used on areas subject to fuel spill shall be fuel resistant. Use silicone-based material and hot-applied joint material shall not be used on concrete pavements.
- 4) Sealant material will be placed in accordance with manufacturer recommendations.
- 5) All vegetation will be removed from crack prior to application of sealant. If extensive vegetation is present, treat the specific area with a concentrated solution of a water-based herbicide approved by the appropriate code and regulations and EPA.
- 6) For blow-out Water may be used, but if water is used, cracks must be allowed to dry completely before sealant material is applied.
- 7) Sealant material will be no more than 0.25" below the adjacent concrete surface.

Figure 3-5 Crack Sealant Shape Factor. From UFC 3-270-01 (2018), for reference only.

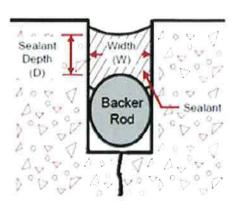


Figure 3-6 Existing Random Crack Repaired. From UFC 3-270-01 (2018), for reference only.

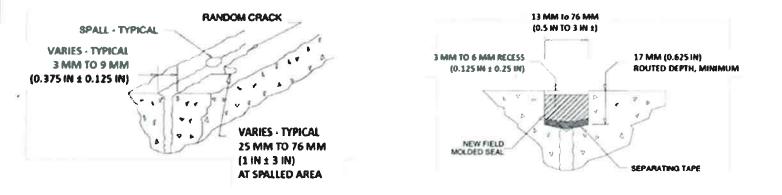
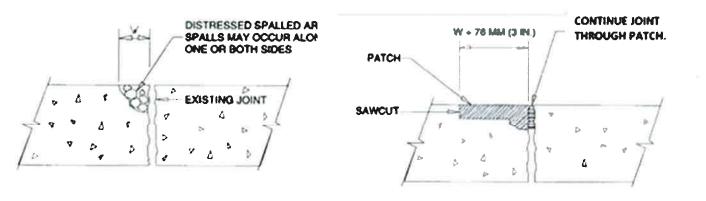


Figure 3-7 Existing Partial Depth Repaired with Backer Rod. From UFC 3-270-01 (2018), for reference only.



6.2.3.2. Exclusions

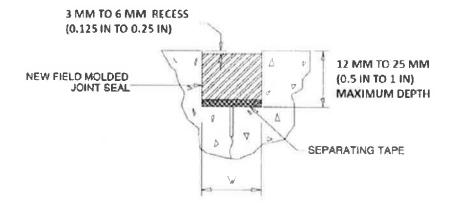
Concrete cracks over two inch (2") in width are not considered to be part of this agreement and shall be negotiated as separate task orders or repaired via alternate means.

6.2.4. Concrete Joint Seal

6.2.4.1. Specification Assurances

- 1) All joint sealants shall be suited for use in the Central Texas climate.
- 2) Joint sealants used on areas subject to fuel spill shall be fuel resistant.
- 3) Sealants shall not be hot applied.
- 4) All manufactures instructions/recommendations should be adhered to.
- 5) All vegetation will be removed from joint prior to application of sealant. If extensive vegetation is present, treat the specific area with a concentrated solution of a water- based herbicide approved by the appropriate code and regulations and EPA.
- 6) Joints shall have sealant applied directly leaving 1/8" void below surface.

Figure 3-8 Resealed Field Molded Joint with Separating Tape. From UFC 3-270-01 (2018), for reference only.



INSTALL BACKER ROD TO DEPTH
NECESSARY TO OBTAIN JOINT
SHAPE FACTOR 1 & D/W & 1.5

3 MM TO 6 MM
(0.125 IN TO 0.25 IN)
RECESS

BACKER ROD (DIA. = 1.25 X JOINT WIDTH [APPROX.]

Figure 3-9 Resealed Field Molded Joint with Backer Rod. From UFC 3-270-01 (2018), for reference only.

7. Vegetation Control (Within Pavement Areas)

7.1 Guidance Specifications

Any cracks, joints, or openings on the pavement surface and around airfield lighting shall be sprayed IAW UFC 3-270-01, FAA AC 150/5380-6 and any applicable and current codes and regulations (i.e. DOD/FAA). Refer to Figures 2 and B for pavement areas. DAO Airfield Manager and DPW IGSA Appointee shall concur any deviations.

7.2 Specification Assurances

- 1) Select an herbicide that is suitable for Central Texas Climate.
- 2) Prior to the application of any herbicides, or similar application use at Fort Cavazos, a completed Hazardous Material Authorization Request (Attachment A) shall be submitted to the DPW Environmental Compliance team at <u>usarmy.cavazos.id-readiness.mbx.dpw-hmar-requests@army.mil</u> for approval. Subsequent approvals shall only be required for the addition of new chemicals or content modifications of chemicals previously approved.
- 3) Adhere to safety precautions as recommended by the manufacturer concerning handling and application of the herbicide.
- 4) Dispose of residual herbicides and containers off Government property, and in accordance with label instructions and EPA requirements.

8. Striping/Markings:

8.1. Guidance Specifications

All striping and markings and any required removal shall be IAW UFC 3-260-04, FAA AC 150/5340-1,

UFGS 32.17.23, UFGS 32.01.11.51 and any applicable and current codes and regulations (i.e. DOD/FAA). Refer to Figures 3 and C for areas that require specific criteria consideration. DAO Airfield Manager and DPW IGSA Appointee shall concur any deviations.

8.2. Specification Assurances

- 1) All materials must be suitable to central Texas climate and meet DOD/FAA requirements.
- 2) The City and or designated sub-contractor applying service shall have experience in airfield maintenance services that include paint and marking application and removal.
- 3) The City shall adhere to all manufacturer's recommendations.
- 4) The City shall perform a test section prior to the removal of striping/markings to ensure pavement is not damaged during the process.
- 5) Paint shall meet FAA TT-P-1952E Type I or II Waterborne Paint. Colors shall be white, yellow, black, red, green, and orange as defined in FAA TT-P-1952E IAW UFC 3-260-04 and AC 150-5340-1 and used as appropriate for each individual marking location.
- 6) Retroreflective beads, when used, shall be reflective media to meet FAA TT-B-1325D Type I or III.
- 7) Marking may only be performed with the surface clean, dry, and surface temperatures of a least 55° F and rising. Marking will not be performed with winds more than 10 Knots unless windscreens are used to shroud paint guns.

8.3. Exclusions

The required survey and marking of the compass rose are not included in this agreement. New marking of airfield helipads is not considered to be part of this agreement and shall be negotiated as separate task orders. Any required repairs shall match to existing configurations exactly.

9. Rubber Removal

9.1 Guidance Specifications

Any method preformed from rubber removal shall be IAW UFGS 32.01.11.51 and any applicable and current codes and regulations. DAO Airfield Manager and DPW IGSA Appointee shall approve any deviations.

9.2 Specification Assurances

- 1) All rubber removal products shall be suited for Central Texas climate and shall not exceed EPA guidance or degrade existing pavement.
- 2) The City or designated sub-contractor applying service shall have experience in airfield maintenance services that include rubber removal.
- 3) Rubber shall be removed by chemical means only. Hydro blasting may only be performed as a last resort and must be approved by DAO in writing.
- 4) Use chemical equipment capable of applying and removing chemicals from the pavement surface while leaving only non-toxic biodegradable residue.
- 5) If hydro blasting, do a test section to determine optimum water pressure to ensure pavement is not damaged. The City is responsible for repairing any damage caused by the removal work.

6) Do not permit high-pressure water application to remove the existing pavement surface, joint seals, or crack seals.

10. Sweeping

10.1. Guidance Specifications

Sweeping operations ensure the airfield pavements, taxiways, wash racks, parking aprons, and hangar access aprons are free of FOD and IAW RGAAF Airfield Operations Manual.

10.2. Coordination

- 1) The City, DAO, and/or DPW may request additional sweeping outside of the "Frequency" schedule, when deemed necessary.
- 2) Routine sweeping operations will primarily be performed between the hours of 11pm 5am to limit the impact on airfield operations.
- 3) Sweeping operations will not be performed within 50' of parked aircraft. The city will ensure aircraft parking pads are clear of aircraft, fire extinguishers, tie-down kits, and/or FOD cans prior to routine sweeping operations as per the schedule in "Frequency" section.
- 4) Swept material shall be taken off-post.

10.3. Frequency

10.3.1. Emergency Services

Emergency services are to be handled and attended to immediately (no more than 3 hrs).

10.3.2. Routine Sweeping

Operations will be performed on a rotating basis as identified below: Reference Figure 1 and A for labeled map.

- 1. Monday Runway 15/33
- 2. Tuesday Sweeping at YDAHP
 - 1st week of the month East Ramp / Taxiway J / Runway 16/34
 - 2nd week of the month North / Center/ South Ramp
 - 3rd week of the month Taxiway A, B, & E / Runway 16/34
 - 4th week of the month West Ramp / Taxiway C & G
- 3. Wednesday Sweeping at RGAAF
 - 1st week of the month taxiways east of runway (Taxiway B, C, D, & G)
 - 2nd week of the month taxiways west of runway (Taxiway A, C, E, & F) and Hazardous Cargo Ramp
 - 3rd week of the month South Ramp
 - 4th week of the month North ramp
- 4. Thursday No sweeping Training Day
- 5. Friday Runway 15/33
- 6. Saturday 1st weekend of the month Northeast and Southeast Ramps

- 7. Sunday 3rd weekend of the month UAS Ramp
- 8. All aircraft operations areas will be swept at least once per month, includes miscellaneous pavement areas.

1. Grounds Maintenance (Refer to Attachment D, Figures 4 and D)

- 1.1 Grounds Maintenance shall include mowing (maintaining grass heights between 6" and 12"), trimming, and the application of herbicides within the areas depicted in Attachment D, Figure 4 (RGAAF) and Figure D (YDAHP).
- 1.1.1 Grounds Maintenance in the identified areas includes mowing, edging, and trimming grass near airfield infrastructure as close as safety permits.
- 1.1.2 Grounds maintenance in the identified areas includes clearing, mowing, edging, and trimming along the fence lines.
- 1.1.3 Prior to the application of any herbicides, or similar application use at Fort Cavazos, a completed Hazardous Material Authorization Request (Attachment A) shall be submitted to the DPW Environmental Compliance team at usarmy.cavazos.id-readiness.mbx.dpw-hmar-requests@army.mil for approval. Subsequent approvals shall only be required for the addition of new chemicals or content modifications of chemicals previously approved.
- 1.1.3.1 The CITY personnel who apply chemical herbicides must possess a Texas Department of Agriculture (TDA) Commercial applicator license in the applicable categories as required by the State of Texas. Refer to the TDA website:

http://www.agr.state.tx.us/agr/program_render/0,1987,1848_5325_7016_0,00.htm

- 1.1.4 The CITY will also provide herbicide application and mowing service 20 feet outside the perimeter fence for both RGAAF and YDAHP two (2) times per year.
- 1.1.5 All personnel performing work on the airfields must take the required Movement Area Driver Training Course provided by DAO. This training is necessary for all vehicle operations taking place in the Airfield Movement Areas.
- 1.1.6 All personnel must maintain two-way radio communication from the control tower when operating at RGAAF and YDAH, equipment operators must wear headsets, constantly monitor the radio frequency of the control tower, and immediately comply with the control tower's directives. The DAO will provide two LMR Motorola hand-held radios and a charger which the CITY will sign for on a subhand receipt. However, the CITY will be responsible for any additional radios and communications equipment/accessories.

2. Fencing (Refer to Attachment D, Figures 5 and E)

- 2.1.1 All preventive maintenance and repair work requirements are to be scheduled with operating personnel (DAO). Installed fencing equipment shall be maintained in accordance with (IAW) manufacture's (MFGs) specifications and applicable standards, including, but not limited to, ASTM94/C 94M, ASTM F 567, ASTM A116, ASTM A 702, ASTM F 626, ASTM A 121, ASTM F900 and UFC 4-022-03. All materials and/or replacement parts shall be in new or like new condition and be similar to the existing parts.
- 2.2.1 Maintain all airfield fencing, to include, but not limited to, terminal posts, line posts, tension bands, tension bar, brace bands, rail ends, caps, loop caps, fence ties, grounding, chain link fabric,

tension wire, gates, and barbed wire.

- 2.2.2 Fenceline shall be inspected and repairs, such as but not limited to, washouts, breaks, or other holes in the fence need to be repaired as soon as they are discovered and IAW priority guidelines. Maintain fence schedule and include schedule in maintenance requirements and management plans.
- 2.2.3 Ensure that chain link fabric (or wire-mesh) is properly tensioned and free from sag. Fabric must be pulled taut and tied to posts, rails, and tension wire with wire ties and bands. Fabric must remain under tension after the pulling force is released.
- 2.2.4 Ensure that fencing is structurally sound, and repairs and adjustments are made where it is necessary.
- 2.2.5 Ensure that all posts are capped, plumb and properly aligned.
- 2.2.5.1 Posts being replaced in asphalt or concrete should be saw cut without damaging surrounding area. After installation of post, saw cut and any other affected area should be patched to match existing conditions.
- 2.2.6 Barbed wire must be securely fastened at gate posts, corner posts, and pull posts. All barbed wire must be stretched and permanently secured to support arms with clips or other means that will prevent easy removal.
- 2.2.7 Air gaps allow for a clean sever in the event of flooding, however they must maintain its structural integrity for security purposes.
- 2.3.1 Ensure swing gates are plumb, level, and secure, with full 180 degree opening without interference, providing uniform distance between closed leaves with fully operational locking devices (mechanical push button locks).
- 2.3.2 Gates must be hung by at least two steel or malleable iron hinges securely fastened to the posts. Hinges must not twist or turn under the action of the gate; it should be so arranged that a closed gate cannot be lifted off the hinges to obtain entry and be easily operated by one person.
- 2.3.3 All gates must be equipped with a positive stop (gate keeper) that will not permit any portion of the gate to swing over an adjacent traffic lane and must provide a positive means of maintaining the gate in a closed position.
- 2.3.4 Ensure that sliding gates are plumb, level, and secure, without interference, with fully operational electronic locking devices, to include, but not limited to, automatic gate openers, keypads, pressure sensors, and controls. The CITY is responsible for all electrical components from the electric gate to the first upstream disconnect.
- 2.3.4.1 Fences crossed by overhead power lines must be grounded IAW UFC 4-022-03_2013 section 2-10. Fencing crossed by overhead transmission lines will have a 6" air gap; each end post shall be grounded. Electrical equipment attached to the fence must be grounded.
- 2.3.5 Adjust gate hardware for smooth operation and lubricate where necessary. Gates must be free of

any obstructions impeding its functionality.

2.4.1 All metal fencing material from demolition shall be offered to Fort Cavazos Recycle Center. Fort Cavazos Recycle Center will have Right Of First Refusal (ROFR) of all materials received. Fort Cavazos Recycle Center will provide containers for material to be deposited in. Concrete attached to fence posts shall be removed before depositing into container. Containers shall be placed on a hard stand or similar surface to allow for collection by the Fort Cavazos Recycle Center (254-535-8566).

3. RGAAF Electric and Lighting (Refer to Attachment D, Figures 6 and 7)

- 3.1.1 All "below ground" lighting and signage maintenance (i.e. electrical circuits, ballasts, transformers) associated with the airfield lighting system IAW UFC 3-535-01 and FAA AC 150/5345-12.
- 3.1.1.1 Maintain all electric circuits to include but not limited to the main disconnect panel, regulators, and transformers on the downstream side of the first breaker of the lighting vaults 90048 and 90095.
- 3.1.1.2 Maintain all generators (refer to Generator Specifications of Attachment B), load banks, and automatic transfer switches (ATS), including required refueling, located inside vaults 90048, 90095, and 90050, and buildings 90067 and 90140 in accordance with manufactures specification and Texas Commission on Environmental Quality (TCEQ) Title V requirements. DD FORM 2744 is required for annual and monthly maintenance based on the preventive maintenance schedule. Ensure that DD FORM 2744 is provided to the Environmental Clean Air Act Team located in building 4622 or email: usarmy.cavazos.id-readiness.mbx.dpw-air-quality@army.mil.
- 3.1.2 All "above ground" maintenance (fixtures, bulbs, and panels etc.) associated with taxiway edge lighting and signage on taxiways west of Runway 15/33, Taxiway B (North of Taxiway C), Taxiway B-1, Taxiway B-2, Taxiway C-1, Taxiway C, Taxiway A, Taxiway F, Taxiway E (west), and all aircraft parking ramps (North Ramp, South Ramp, Northeast Ramp, Southeast Ramp) other than the Killeen Regional Airport (KRA) Civil Ramp. Lighting in these areas will be maintained IAW UFC specifications with exception to Runway Hold Short and ILS signage which will adhere to FAA Advisory circular specifications. Refer to Figure 6 for applicable regulatory criteria for lighting.
- 3.1.3 All maintenance associated with Runway Distance Remaining Markers. Markers will be maintained IAW FAA Advisory circular specifications.
- 3.1.4 All maintenance associated with Helipads 1, 2, and 3. Helipads will be maintained IAW UFC specifications.
- 3.1.5 All maintenance and repairs associated with Runway 15/33 Medium Intensity Approach Lighting System with Runway Alignment Indicator Lights (MALSR). The MALSR will be maintained IAW FAA Advisory Circular specifications. Maintenance and repair does not include alignment and certification. The ATC-Maintenance section will certify all maintenance and repairs involving the MALSR. Contact ATC Maintenance at (254) 288-9238.
- 3.1.6 All maintenance associated with the airfield lighting control system components and underground

electric circuits associated with airfield lighting IAW FAA Regulation, Advisory Circular AC 150/5340-26C.

3.1.7 All maintenance associated with obstruction lights affixed to Flight Control Towers (7001 / 90140) and navigational aid structures (Glide Slope / Weather Station/Wind Direction Indicators) IAW FAA Regulation, Advisory Circular AC 150/5340-26C.

3.2 Navigation Aids

- 3.2.1 All Navigation Aids are maintained IAW FAA Regulation, Advisory Circular AC 150/5340-26C.
- 3.2.2 All maintenance associated with Fort Cavazos installed wind cone infrastructure on Hangar 90094 and in the vicinity of Fire Station #2 building 90145.
- 3.2.3 All maintenance and repairs associated with the Runway 15/33 Precision Approach Path Indicator (PAPI) lights and MALS-R lights. Maintenance and repair does not include alignment and certification. The ATC-Maintenance section will certify all maintenance and repairs involving the MALSR. Contact ATC Maintenance at (254) 288-9238.
- 3.2.4 The following systems are maintained by DAO; Instrument Landing System (ILS), Precision Approach Radar (PAR), Approach Surveillance Radar (ASR), and VHF Omni-Range (VOR) systems and components and are not included in the scope of work of this IGSA.
- 3.2.5 All maintenance associated with the Aerodrome Rotating Beacon.
 - The CITY will submit estimates for repair and/or replacement requirements IAW agreement and Transaction Document, SOW, and Annex A General Provisions. Upon complete repairs and/or replacement, the CITY will perform and maintain all equipment associated with the Aerodrome Rotating Beacon.
- 3.2.6 All maintenance of the Liberty System at RGAAF and YDAHP.
 - The CITY will submit estimates for repair and/or replacement requirements IAW agreement and Transaction Document, SOW, and Annex A General Provisions. Upon complete repairs and/or replacement, the CITY will perform and maintain all equipment associated with the Liberty System at RGAAF and YDAHP.

3.3 Geospatial Information Service (GIS)

3.3.1 The CITY is required to provide electronically an updated set of electric utility maps for RGAAF annually. The CITY is responsible for coordinating with and updating Fort Cavazos's GIS with the DPW - GIS Office and that the data meets the corresponding Army Geospatial Data Layer Quality Assurance Plan (QAP).

4. Priority Guidelines

4.1 Demand Maintenance Orders (DMO). Work requests are submitted by any government personnel

calling DPW Work Reception at 254-287-2113. Work Reception will then dispatch P1 work to KRA Operations 24/7 Phone at 254-501-8750 and send the DMO to the Functional Expert (FE) Work Center, P2 and/or P3 Maintenance Orders will only be sent to the Functional Expert (FE) Work Center for coordination with KRA at KilleenAOC@killeentexas.gov. When a work request is issued by the government, the CITY shall schedule work for the requested day and time or reschedule the work on any day mutually satisfactory. The CITY shall respond to the following DMO priority guidelines listed and provide a status to the government within twenty-four (24) hours or next business day with status and determination of DMO repair.

- 4.1.1 Priority 1 DMO. Emergency work that requires immediate attention. It is necessary for the protection of health, safety, or to prevent damage to property, or as assigned by the DPW Work Reception. The CITY shall respond to the emergency, and complete repairs, within twenty-four (24) hours of being dispatched by the DPW Work Reception. If repairs cannot be complete within twenty-four (24) hours, the CITY will update DPW Work Reception for DMO notes and dispatching actions.
- 4.1.2 Priority 2 DMO. Urgent work that must be accomplished as soon as possible to include correction of a condition which could become an emergency, could seriously affect morale, or has command emphasis. Service orders shall be completed within seven (7) calendar days from authorization, (depending on availability of parts or supplies).
- 4.1.3 Priority 3 DMO. Routine work which does not meet the criteria for Priority one (1) or two (2) response shall be scheduled to meet the completion time of thirty (30) days after authorization, (depending on availability of parts or supplies).
- 4.2.1 P1 Fences & Gates: Repair & installation of perimeter fencing and gates.
- 4.2.2 P3 Fences & Gates: All other fences and gate.
- 4.2.3 P1 Exterior Electrical: All RGAAF Exterior Electrical goes to City of Killeen.
 - Rotating Beacon —Beacon Out of Service.
 - MALS-R (Approach Lighting) –For either runway, 1 or more light bar(s) are completely out of service or more than 25% of approach lights out of service3.
 - MALS-R (Sequenced Flashing Lights) –For either runway, 2 or more lights out of service.
 - Precision Approach Path Indicator (PAPI)—PAPI lights 100% out of service on the runway actively in use.
 - Runway Edge Lights –Any 2 or more consecutive runway edge lights out of service.
 - Taxiway Edge Lights -100% outage of a Taxiway Edge Light System on any taxiway section.
 - Runway Threshold/Displaced Threshold Lights –For either runway, more than 50% of Threshold (Displaced) Lights out of service.
 - Runway End Lights –For either runway, more than 50% of End Lights out of service.
 - On-Airfield Obstruction Lighting –No after-hours response required.
 - Helipad Perimeter Lighting –Perimeter lighting 100% out of service on a Helipad.
 - Airfield Signage —Outage resulting in all Airfield Mandatory Hold Short Signs being out of service.

- South Ramp Stadium Lights –Outage resulting in all Stadium Lights out of service while deployment operations are in progress. These lights are the responsibility of Dominion Energy not City of Killeen.
- All Exterior electrical sparking or fires (within areas of responsibility, may include associated transformers, lines, signage, etc.).

4.2.4 P1 Navigational Aids: Repair

- Navigation Aid is receiving electrical power and lights are operational.
- 4.2.5 P1 Standalone Generators and UPs: Airfield Lighting Standby Generators Any indication (alarm) or confirmation that a standby generator is out of service.
 - Generator in alarm (audible).
 - ANY leak of ANY fluid coming from the generator. Fire Department must be called for any spills over 5 gallons.
 - Generator will not transfer to emergency power when a power outage has occurred.
 - Generator will not transfer back to shore power after power is restored (well past cool down or 30 in timeline since power was restored).

5. Dig Permits

- 5.1 Any excavation required under this agreement will require a Dig Permit. Fill out FH FORM 200-10 (Attachment C) and submit it to <u>usarmy.cavazos.id-readiness.mbx.dpw-env-dig-permits@army.mil</u> for approval. Once the Dig Permit is reviewed and approved it will be submitted to Line Locate office at <u>usarmy.cavazos.id-readiness.list.dpw-omd-line-locates@army.mil</u>.
- 5.1.1 All personnel performing excavation/digging activities, including all contractor/subcontract personnel are responsible for ensuring all utilities are located prior to digging. The Prime Contractor can obtain a dig permit for the whole site that covers the subs. The Prime is responsible for the site.
- 5.1.2 All personnel performing excavation/digging activities are responsible for maintaining all utility locations/markings during the project.

6. Site Restoration

6.1 The CITY will ensure that proper temporary facilities and controls are in place during any construction and other work it performs that could affect Installation activities. All work must include temporary facilities and control measures to facilitate the flow of vehicular, emergency, and pedestrian traffic to include the following: high-intensity reflective signs, barricades, temporary sidewalks, fencing, and traffic cones. Once work is complete, the CITY will restore the area to an equal or better condition. Site restoration requires proper waste cleanup, removal, and disposal; replacement of cracked pavement and sidewalks; proper repair and sealing of utility cuts both on improved and unimproved land and roadways; replacement of loam or topsoil; top dressing by hand; lawn bed preparation; hydro air seeding, mulch, fertilizer, and shrub replacement.