

**AGENDA**

**FOR A REGULAR MEETING OF THE AMARILLO CITY COUNCIL TO BE HELD ON TUESDAY, JANUARY 15, 2019 AT 1:00 P.M., CITY HALL, 601 SOUTH BUCHANAN STREET, COUNCIL CHAMBER ON THE THIRD FLOOR OF CITY HALL, AMARILLO, TEXAS.**

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

**INVOCATION:** Bob Schroeder, Hillside Christian Church

**PROCLAMATION:** "Dr. Martin Luther King, Jr. Day"

1. City Council will discuss or receive reports on the following current matters or projects.
  - A. Review agenda items for regular meeting and attachments;
  - B. Reports and updates from City Councilmembers serving on outside boards:  
Environmental Task Force
  - C. Discussion GPS Fleet Tracking;
  - D. Discussion of Amarillo Civic Center; and
  - E. Consider future Agenda items and request reports from City Manager.

2. **CONSENT ITEMS:**

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

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

A. **MINUTES:**

Approval of the City Council minutes for the meeting held on January 8, 2019.

B. **CONSIDER APPROVAL – REVISED SCOPE OF WORK WITH DEKKER/PERRICH/SABATINI FOR PROFESSIONAL SERVICES TO DEVELOP THE AMARILLO CIVIC CENTER COMPLEX NEEDS ASSESSMENT, VOLUME 4:**

(Contact: Sherman Bass, Civic Center Manager)

This item is consideration of additional services for Dekker/Perrich/Sabatini in the amount of \$220,400.00. The revised scope of work will include revised financial projections, additional renderings, and a more detailed evaluation and recommendation for a new arena.

|                         |                     |
|-------------------------|---------------------|
| Original contract:      | \$250,000.00        |
| Previous revisions:     | \$ 64,587.00        |
| Recommended revision:   | <u>\$220,400.00</u> |
| Revised contract total: | <u>\$534,987.00</u> |

C. **CONSIDER AWARD – SUPPLY AGREEMENT FOR SELF-CONTAINED BREATHING APPARATUS PARTS:**

(Contact: Sam Baucom, Deputy Fire Chief)

Panhandle Breathing Air Systems - \$136,679

This item is to award the annual supply agreement for parts that will be used to repair firefighter self-contained breathing apparatus (SCBA).

D. **CONSIDER AWARD – STREET MAINTENANCE HIGH DENSITY MINERAL BOND IN THE WOODLANDS FY 2016/2017 – FY 2020/2021 COMMUNITY INVESTMENT PROGRAM, PROPOSITION 1:**

(Contact: Kyle Schniederjan, Director of Capital Projects & Development Engineering)

Andale Construction Inc. -- \$340,547.86

This item is to consider award of the construction contract for the installation of High Density Mineral Bond on streets within the Woodlands development of Amarillo that have been identified as needing rehabilitation. This is the first installation of this product in the City of Amarillo. High Density Mineral Bond is being evaluated against other maintenance products.

E. **CONSIDER APPROVAL – CHANGE ORDER NO. 5 – SEWER MAIN RELOCATION HOLLYWOOD ROAD FROM BELL STREET TO COULTER STREET:**

(Contact: Kyle Schniederjan, Director of Capital Projects & Development Engineering)

Work to include removal of concrete driveway, excavation, removal of existing pipe, compaction of existing trench, and construction of a temporary driveway near Hollywood Road and Coulter Street.

Current Change Order: \$ 15,100.00

The original design calls for this existing sewer main to be abandoned in place and a new sewer line installed outside of the proposed new Loop 335. It was determined that the existing trench is failing and is not compacted to a level that will allow the TxDOT planned construction over the top. Change Order No. 5 is required to re-compact an existing utility trench within the area TxDOT is expanding Loop 335 including removing and replacing a driveway.

|                         |                    |
|-------------------------|--------------------|
| Original Contract:      | \$ 4,504,294.00    |
| Previous Change Orders: | \$288,678.00       |
| Current Change Order:   | <u>\$15,100.00</u> |
| Revised Contract Total: | \$ 4,808,072.00    |

F. **CONSIDER LEASE – LANDFILL SCRAPER:**

(Contact: Glenn Lavender, Fleet Services Superintendent)

Awarded using Buy Board Contract #515-16 to:

Warren Cat /Caterpillar Financial -- \$16,287.40 per month

Total Award based on 60-month lease -- \$977,244.00

This item is the scheduled replacement of Unit No. 7568, 2012 Cat Landfill Scraper. New equipment will be leased for a sixty (60) month period with full service factory recommended service and all repairs under normal usage, including full machine 5-year - 10,000 hour warranty. Lease does not include fuel. Equipment will be used at the City of Amarillo Landfill for daily operational requirements under TCEQ permits

G. **CONSIDER AWARD -- PLUMBING AND MECHANICAL SUPPLIES ANNUAL:**

(Contact: Trent Davis Purchasing Agent)

Morrison Supply Company -- in an amount not to exceed \$750,000.00.

This item is the plumbing and mechanical supplies annual contract and is awarded on Buyboard Purchasing Cooperative Contracts. This award is to approve a contract for the purchase of the Plumbing and Mechanical Supplies Annual Contract.

H. **CONSIDER PURCHASE -- SHEET STEEL FOR DUMPSTER REPAIRS:**

(Contact: Blair Snow, Interim Solid Waste Superintendent)

Plateplus Inc. -- \$113,633.60

This item is to discuss and consider the purchase of sheet steel to repair damaged dumpsters.

I. **CONSIDER ACCEPTANCE OF THE COMMUNITY DEVELOPMENT BLOCK GRANT AND HOME GRANT FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT:**

(Contact: Juliana Kitten, Director of Community Development)

This item is consideration to accept the FY2018 annual award from the U.S. Department of Housing and Urban Development (HUD) to the City of Amarillo for the Community Development Block Grant (CDBG) in the amount of \$1,592,011 and for the HOME Grant in the amount of \$725,574. The primary goals of these programs are to reduce housing discrimination, affirmatively further fair housing through Community Planning and Development (CPD) programs, and promote diverse, inclusive communities.

J. **CONSIDER APPROVAL OF ADDENDUM #2 TO THE AIRPORT PROPERTY FRONTING PRIMARY SITE LEASE BETWEEN THE CITY OF AMARILLO AND BELL HELICOPTER TEXTRON, INC.:**

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

This item is the approval of the second addendum made to the original 1999 lease between the City of Amarillo and Bell Helicopter that provides direct access to the aircraft taxi lanes. The first addendum was approved in 2010. Addendum #2 continues the agreement for an additional 10 years along with the recalculation of rates to occur every 5 year period. All other portions of the original agreement including Addendum #1 will remain in effect.

3. **NON-CONSENT ITEMS:**

A. **CONSIDER RESOLUTION -- AUTHORIZING SUBMISSION OF A LOAN APPLICATION TO THE TEXAS WATER DEVELOPMENT BOARD (TWDB) TO IMPLEMENT INSTALLATION OF A CITY-WIDE ADVANCED METERING INFRASTRUCTURE (AMI) PROJECT:**

(Contact: Floyd Hartman, Assistant City Manager)

This agenda item is requesting City Council approval of a resolution which is required to submit a loan application to the TWDB for \$29,500,000. The purpose of the loan application would be the first step to fund the anticipated project. The requested funding request for the project includes multiple phases of including planning, procurement, and construction, construction engineering services, special services, financial services, and contingencies. The project would target the replacement of approximately 72,000 water meters, install network infrastructure and related hardware and software that will utilize an integrated communication network to provide the City and customers access to real time data including water use, loss and other billing information.

B. **CONSIDER AWARD – BEST VALUE BID WASTEWATER COLLECTION IMPROVEMENTS: NORTHWEST INTERCEPTOR, FY 2016/2017-2020/2021 COMMUNITY INVESTMENT PROGRAM:**

(Contact: Kyle Schniederjan, Director of Capital Projects & Development Engineering)

McKee Utility Contractors -- \$10,650,000.00

This item is to consider award of the contract for the construction of a wastewater collection main to serve the northwest area of the City. The project is approximately 5.8 miles of pipe ranging in size from 15-inch to 42-inch diameter. It includes the abandonment of two lift stations by providing gravity service to the Medical Center. Bids were evaluated on the basis of best value response to the City. The evaluation criteria were 60% price, 30% bidder qualifications, 5% safety record, and 5% construction time. The highest evaluated bidder also had the lowest price.

C. **CONSIDER AWARD – HERITAGE HILLS PUBLIC IMPROVEMENT DISTRICT LANDSCAPE/IRRIGATION/SIGNAGE IMPROVEMENT PROJECT:**

(Contact: Kelley Shaw, Development Customer Service Coordinator)  
Williams Ditching -- \$429,601.47

This item is to consider award of the construction contract related to Heritage Hills Public Improvement District (PID) entryway and boulevard improvements for the Heritage Hills subdivision. Improvements include plantings and signage at the Heritage Hills entryway (Heritage Hills Parkway) and sidewalk, landscaping/sod, lighting, and signage within the subdivision along the first phase of Heritage Hills Parkway. All improvements will be constructed to applicable City standards.

D. **CONSIDER AWARD – GREENWAYS VILLAGE PARK SITE AMENITIES IMPROVEMENT PROJECT:**

(Contact: Kelley Shaw, Development Customer Service Coordinator)  
Tri-State Contractors, Inc. -- \$807,773.00

This item is to consider award of the construction contract related to Greenways Public Improvement District (PID) improvements within the Greenways Village Park development. The proposed improvements are to be constructed within a 3.5 acre tract at the north end of the easternmost Greenways PID parkway. Improvements include landscaping, sod, concrete walking trails, gazebo, and walkway lighting. All improvements will be constructed to applicable City standards.

E. **CONSIDER APPROVAL – EAST GATEWAY TAX REINVESTMENT ZONE #2 DEVELOPER AGREEMENT FOR ROUTE 66 DEVELOPMENT, LLC:**

(Contact: Andrew Freeman, Director of Planning and Development Services)

This item approves a Tax Increment Reinvestment Zone (TIRZ) #2 Developer Agreement for the Route 66 Development, LLC hotel project to be located at 7775 Interstate 40. The agreement is for a 50% annual property tax rebate for ten years. The rebate is contingent upon certain deadlines for building permit issuance and certificate of occupancy, as well as additional streetscape standards required between the hotel site and the Big Texan tract to the west.

F. **EXECUTIVE SESSION:**

City Council may convene in Executive Session to receive reports on or discuss any of the following pending projects or matters:

(1) Section 551.087 - Deliberation regarding economic development negotiations; discussion regarding commercial or financial information received from a business prospect and/or to deliberate the offer of a financial or other incentive to a business prospect:

(a) Project # 17-10-01 (Manufacturing)

(b) Project # 18-08-03 (Manufacturing)

(c) Project # 18-12-01 (Manufacturing)

(2) Section 551.074 - Discuss the appointment, employment, evaluation, reassignment, duties, and qualifications of a public officer or employee, in accordance with the Texas Open Meetings Act.

(a) Discussion of City Manager Jared Miller's performance evaluation and compensation.

(b) Discussion of Municipal Court Judge Laura Hamilton's performance evaluation and compensation.

Amarillo City Hall is accessible to individuals with disabilities through its main entry on the south side (601 South Buchanan Street) of the building. An access ramp leading to the main entry is located at the southwest corner of the building. Parking spaces for individuals with disabilities are available in the south parking lot. City Hall is equipped with restroom facilities, communications equipment and elevators that are accessible. Individuals with disabilities who require special accommodations or a sign language interpreter must contact the City Secretary's Office 48 hours prior to meeting time by telephoning 378-3013 or the City TDD number at 378-4229.

Posted this 11th day of January 2019.

Regular meetings of the Amarillo City Council stream live on Cable Channel 10 and are available online at:

<http://amarillo.gov/city-hall/city-government/view-city-council-meetings>

Archived meetings are also available.

STATE OF TEXAS  
COUNTIES OF POTTER  
AND RANDALL  
CITY OF AMARILLO

On the 8th day of January 2019, the Amarillo City Council met at 12:00 p.m. for a work session which was held in the Council Chamber located on the third floor of City Hall at 601 South Buchanan Street, with the following members present:

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

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

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

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

**PUBLIC COMMENT**

Jesse Pfrimmer, 5723 South Milam Street, inquired about the curbside pickup for the Edgefield addition. He stated there are currently no egresses in the area. Mike Fisher, 4410 Van Kriston Drive, spoke on the closing of Thompson Park pool. He stated a consultant overpriced the cost of replacing the pool. He further stated he recently did some investigating with a drone and camera. Gary Prescott, 10101 Amarillo Boulevard, questioned the compensation paid to Coca-Cola; he inquired what the amenities were to Toot'n Tootum; and what compensation he was paid for the use of his property. Claudette Smith, 4410 Van Kriston Drive, spoke on the anti-camping ordinance and criminalizing the homeless. Rusty Tomlinson, 5700 Canyon Drive, spoke on the Vietnam War and the Civil Rights movement. He requested the confederacy statutes be removed. Noah Dawson, 1133 Sugarloaf Drive, spoke on the Council meeting structure. He stated he attended the North Heights meeting last month, and the City's position that the deterioration of the Thompson Park swimming pool has been known for some time. He stated with better communication a plan should have been in place. James Schenck, 6216 Gainsborough Road, asked that public comments be broadcast. He stated the meeting agenda layout for the work session was before the public could comment and provide feedback. He further asked for an appraisal for the recent building purchased. He stated Thompson Park swimming pool was not mentioned on prior bond requests. Melissa Willburn, 7301 Cat Creek Lane, also spoke on the closing of Thompson Park swimming pool. She stated that the Warford Activity Center was not a replacement for the Thompson Park swimming pool. She further stated a plan needs to be in place to replace the pool. Holly Brister, 7908 Vancour Drive, stated she grew up going to Thompson Park swimming pool and she would assist in whatever it takes to replace the pool. Signed up to speak but did not appear: Mike Hawk, 7550 Hillside Road. There were no further comments.

ATTEST:

|                                        |                               |
|----------------------------------------|-------------------------------|
| _____<br>Frances Hibbs, City Secretary | _____<br>Ginger Nelson, Mayor |
|----------------------------------------|-------------------------------|

STATE OF TEXAS  
COUNTIES OF POTTER  
AND RANDALL  
CITY OF AMARILLO

On the 8th day of January 2019, the Amarillo City Council met at 1:00 p.m. for a regular meeting held in the Council Chamber located on the third floor of City Hall at 601 South Buchanan Street, with the following members present:

GINGER NELSON  
ELAINE HAYS  
FREDA POWELL  
EDDY SAUER  
HOWARD SMITH

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

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

JARED MILLER  
MICHELLE BONNER  
BRYAN MCWILLIAMS  
STEPHANIE COGGINS  
FRANCES HIBBS

CITY MANAGER  
DEPUTY CITY MANAGER  
CITY ATTORNEY  
ASSISTANT TO THE CITY MANAGER  
CITY SECRETARY

The invocation was given by Greg Dowell, Central Church of Christ.

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

ITEM 1:

- A. Review agenda times for regular meeting and attachments;
- B. Reports and updates from City Councilmembers serving on outside boards: Beautification and Public Arts Advisory Board;
- C. Discussion on Thompson Park Swimming Pool; and
- D. Consider future Agenda items and request reports from City Manager.

CONSENT ACTION ITEMS:

ITEM 2: Mayor Nelson presented the consent agenda and asked if any item should be removed for discussion or separate consideration. Motion was made by Councilmember Powell to approve the consent items, seconded by Councilmember Sauer.

- A. **MINUTES:**  
Approval of the City Council minutes for the meeting held on December 18, 2018.
- B. **CONSIDERATION OF THE AMARILLO-POTTER-RANDALL REGIONAL RADIO SYSTEM MANAGEMENT AND OPERATIONS AGREEMENT BETWEEN THE CITY OF AMARILLO AND RANDALL COUNTY:**  
The Amarillo-Potter-Randall Regional Radio System Management and Operations Agreement is an interlocal agreement between the City of Amarillo and Randall County that outlines the management and operation of the radio system between the two entities. This agreement benefits both entities through improved interoperability and redundancy in radio communications system serving public safety and supporting personnel.

C. **CONSIDER APPROVAL -- AMENDMENT OF WORKERS' COMPENSATION CLAIMS ADMINISTRATION CONTRACT:**

(Contact: Wes Hall, Risk Management Director)

Claims Administrative Services (CAS) -- \$56,295.00

This item is to consider amending the current workers' compensation claims administration contract to include run-in claims currently being administered by the City of Amarillo Risk Management staff. Exhibit B is an addition to the original contract between the City of Amarillo and Claims Administrative Services (CAS) executed on June 1, 2017. Run-in claims will not be subject to the original price cap of \$68,309. Risk Management has identified 81 open claims to be sent to CAS for administration at \$695 per claim. Total cost to transfer run-in claims, \$56,295 plus ad hoc costs in Exhibit B service fees.

D. **AWARD OF CONTRACT FY 2017-2021 COMMUNITY INVESTMENT PROGRAM AGREEMENT FOR ENGINEERING SERVICES:**

(Contact: Kyle Schniederjan, Director of Capital Projects & Development Engineering)

KSA Engineering, Inc. -- \$70,000.00

This item is to consider approval of the contract to perform engineering services in connection with the study/design of Tertiary Filter Rehabilitation at Hollywood Road Water Reclamation Facility (WRF).

E. **APPROVAL -- CHANGE ORDER NO. 1 -- FINAL CLARIFIERS #1, #2 AND #6:**

(Contact: Kyle Schniederjan, Director of Capital Projects & Development Engineering)

Brown Construction Services, PLLC -- \$66,434.00

Original Contract: \$2,177,400.00

Current Change Order: \$66,434.00

Revised Contract: \$2,243,834.00

Current Change Order Working Days Added: 175

This item approves change order no. 1 for additional labor and materials for adjustment to the sewer line, boring and casing required for the relocation of a manhole due to a conflict.

F. **CONSIDER AWARD -- REPLACEMENT OF AIRPORT TERMINAL PUBLIC ADDRESS SYSTEM:**

(Contact: Michael Conner, Director of Aviation)

S&J Sound -- \$134,000.00

This award is for the replacement of the primary components of the Airport Terminal Building's Public Address System. The current system is over nine (9) years old and is beyond its useful life. The new system will replace the backbone equipment as well as the microphone paging stations throughout the terminal building.

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

**NON-CONSENT ITEMS**

**ITEM 3A:** Mayor Nelson presented a resolution conducting a public hearing to consider a petition requesting the dissolution of the Redstone Public Improvement District, located in the vicinity of Loop 335/Hollywood Road, and Coulter Street and within the City of Amarillo, Texas. Mayor Nelson opened the public hearing. There were no comments. Mayor Nelson closed the public hearing. Motion was made by Councilmember Powell, seconded by Councilmember Smith, that the following captioned resolution be passed:

**RESOLUTION NO. 01-08-19-1**

A RESOLUTION FOR A PUBLIC HEARING ON A PETITION REQUESTING THE DISSOLUTION OF THE REDSTONE PUBLIC IMPROVEMENT DISTRICT IN THE VICINITY OF LOOP 335/HOLLYWOOD ROAD AND COULTER STREET WITHIN THE CITY OF AMARILLO, TEXAS; CONCERNING ADVISABILITY OF DISSOLVING SUCH DISTRICT; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

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

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

Motion was made by Councilmember Powell, to appoint Brian McCullough to the Advisory Board for People with Disabilities to replace Julie Curbo, seconded by Councilmember Sauer.

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

Motion was made by Councilmember Powell, to confirm the City Manager's reappoint of David Hurt and Sally Jennings to the Civil Service Commission, seconded by Councilmember Sauer.

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

Motion was made by Councilmember Powell, to replace Perry Williams with Kevin Golden, and appoint Chris Rhynehart and Seth Havens to the Town Square Public Improvement District, seconded by Councilmember Sauer.

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

ITEM 3C: Mr. McWilliams advised at 2:39 p.m. that the City Council would convene in Executive Session per Texas Government Code: (1) Section 551.071 – Consult with the attorney on a matter in which the attorney's duty to the governmental body under the Texas Disciplinary Rules of Professional Conduct conflicts with this chapter. (a) Discuss the purchase, sell, lease, acquisition of real estate (groundwater rights) the public discussion of which is not in the best interest of the City's bargaining. (2) Section 551.072 - Discuss the purchase, exchange, lease, sell, or value of real property and public discussion of such would not be in the best interests of the City's bargaining position: (a) Discuss property located in the vicinity of West Amarillo Boulevard and North Madison Street; (b) Discuss property located in the vicinity of East 34<sup>th</sup> Avenue and South Osage Street; (c) City Economic Development Project #18-07 in the vicinity of Southeast Third Avenue and South Pierce Street; and (d) Discuss the purchase, sell, lease, acquisition of real estate (groundwater rights) the public discussion of which is not in the best interest of the City's bargaining. (3) Section 551.087 - Deliberation regarding economic development negotiations; discussion of commercial or financial information received from an existing business or business prospect with which the City is negotiating for the location or retention of a facility, or for incentives the City is willing to extend, or financial information submitted by same: (a) City Economic Development Project #18-13 in the vicinity of South Coulter Street and Wallace Boulevard; and (b) City Economic Development Project #18-07 in the vicinity of Southeast Third Avenue and South Pierce Street.

Mr. McWilliams announced that the Executive Session was adjourned at 3:36 p.m. and recessed the Regular Meeting.

ATTEST:

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Frances Hibbs, City Secretary

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Ginger Nelson, Mayor

# Amarillo City Council

## Agenda Transmittal Memo



|                     |                                    |                         |                                                        |
|---------------------|------------------------------------|-------------------------|--------------------------------------------------------|
| <b>Meeting Date</b> | January 15, 2019                   | <b>Council Priority</b> | Economic Development and<br>Redevelopment/ Civic Pride |
| <b>Department</b>   | Civic Center Administration        |                         |                                                        |
| <b>Contact</b>      | Sherman Bass, Civic Center Manager |                         |                                                        |

### Agenda Caption

CONSIDER – REVISED SCOPE OF WORK WITH DEKKER/PERRICH/SABATINI FOR PROFESSIONAL SERVICES TO DEVELOP THE AMARILLO CIVIC CENTER COMPLEX NEEDS ASSESSMENT, VOLUME 4

### Agenda Item Summary

This item is consideration of additional services for Dekker/Perrich/Sabatini in the amount of \$220,400. The revised scope of work will include revised financial projections, additional renderings, and a more detailed evaluation and recommendation for a new arena.

|                         |           |
|-------------------------|-----------|
| Original contract:      | \$250,000 |
| Previous revisions:     | \$64,587  |
| Recommended revision:   | \$220,400 |
| Revised contract total: | \$534,987 |

### Requested Action

Consider approval of additional services for Dekker/Perrich/Sabatini in the amount of \$220,400, authorizing the City Manager to execute related documents.

### Funding Summary

Funding for this project is provided through the Civic Center Improvement Fund.

### Community Engagement Summary

The revised scope of work includes additional engagement with stakeholders and lessees.

### Staff Recommendation

Staff recommends approval of this item authorizing the City Manager to execute related documents.

## **AMENDED AND RESTATED AGREEMENT FOR PROFESSIONAL SERVICES**

This Agreement is made between the City of Amarillo, a municipal corporation located in Potter and Randall Counties, Texas, hereinafter called "OWNER," and Dekker/Perich/Sabatini, hereinafter referred to as "DPS." This Agreement restates that certain original Agreement for Professional Services (Amarillo Civic Center Complex Needs Assessment) executed in March, 2011, and now amends the scope of work and fees in such Agreement in accordance with the terms of that certain letter dated January 2, 2019 from DPS to OWNER.

OWNER hereby engages DPS to perform an Amarillo Civic Center Complex Facility Needs Assessment in accordance with the Scope of Work, fees, and expenses, outlined in DPS' letter proposal to OWNER dated January 2, 2019 attached as Exhibit A ("PROJECT") the terms of which are incorporated in this Agreement by reference. DPS accepts this engagement on the terms and conditions hereinafter set forth.

### I.

DPS agrees to accept for all services to be provided under this Agreement a fee and expenses combined not to exceed \$220,440.00. All expenses are subject to the terms of OWNER'S "Expenses Addendum" attached hereto as Exhibit B.

### II.

DPS is authorized to submit PROJECT progress payment billings each month for work performed. Said requests for payment shall be in writing and of sufficient detail to fully and completely identify DPS'S work performed to date. In addition, OWNER shall reimburse DPS for any reasonable out-of-pocket expenses upon submission of itemized receipts for expenses incurred. Payments will be made by OWNER within thirty (30) days of receipt of billing. Late payments shall incur interest at the rate provided for by law.

### III.

DPS will confer with representatives of OWNER to take such steps as necessary to keep the PROJECT on schedule and within the budget set by the OWNER. OWNER'S representative for purposes of this Agreement shall be Sherman Bass, Civic Center Manager. DPS will begin work within five (5) days after receipt of written notification to proceed from OWNER and shall complete the project through the completion of Phase II within 130 calendar days from date of Notice-to-Proceed. If DPS feels that actions beyond

its direct control have occurred that will necessitate a change in the schedule, DPS will notify the OWNER within five (5) business days of the event giving rise to the schedule impact and provide the OWNER with a revised estimated schedule. The completion date will be modified if mutually agreed in writing by the OWNER and DPS.

IV.

If DPS is requested in writing by OWNER to provide additional services, DPS and OWNER will agree in writing to the scope of the additional services and a price for such services before any additional services are provided.

V.

DPS agrees that all products, including but not limited to all documents, materials, data, drawings, information, techniques, procedures, and results of the work arising out of or resulting from the particular and defined Scope of Work that will be provided hereunder, shall be the sole and exclusive property of OWNER. DPS agrees to and does hereby assign the same to OWNER. DPS further agrees to enter into any and all necessary documents to effect such assignment to OWNER. DPS is entitled to maintain copies of all products mentioned above that are produced and/or used in the execution of this Agreement.

VI.

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

VII.

DPS agrees that OWNER or its duly authorized representatives shall, until the expiration of four (4) years and one (1) day after final payment under this Agreement, have access to and the right to examine, audit, and copy pertinent books, documents, papers, invoices and records of DPS involving transactions related to this Agreement. DPS agrees to maintain the books, documents, papers, invoices and records for said time period.

VIII.

DPS shall furnish at DPS'S own expense, all materials, supplies and equipment necessary to carry out the terms of this Agreement.

IX.

DPS AGREES TO INDEMNIFY AND HOLD HARMLESS OWNER AND ITS EMPLOYEES FROM AND AGAINST DAMAGES, CLAIMS, JUDGMENTS, COSTS, REASONABLE ATTORNEY'S FEES, EXPENSES, AND LIABILITIES ARISING OUT OF THE NEGLIGENT PERFORMANCE OF DPS OR DPS'S AGENTS AND EMPLOYEES UNDER THE AGREEMENT. DPS SHALL BE RESPONSIBLE FOR PERFORMING THE WORK UNDER THIS AGREEMENT IN A SAFE AND PROFESSIONAL MANNER AND SHALL BE LIABLE FOR DPS'S NEGLIGENCE AND THAT OF DPS'S EMPLOYEES, SUBCONTRACTORS, AND AGENTS.

X.

DPS will provide insurance coverage in accordance with OWNER'S insurance requirements as set forth in the "CERTIFICATE OF INSURANCE REQUIREMENTS" attached to this Agreement as Exhibit C and by this reference made a part hereof. If the required insurance is terminated, altered, or changed in a manner not acceptable to OWNER, this Agreement may be terminated by OWNER, without penalty, on written notice to DPS. DPS shall require statutory workman's compensation coverage of any subcontractors hired by DPS. DPS shall maintain at all times during the performance of this Agreement professional liability insurance in the amount of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate. A certificate evidencing such coverage will be filled with OWNER before any work is preformed under this Agreement.

XI.

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

XII.

Either party will have the right to terminate this Agreement upon not less than seven (7) days written notice to the other party. Upon termination, OWNER will pay DPS only for charges for work performed and accepted by OWNER prior to the stated effective termination date set forth in the notice.

XIII.

In the event OWNER finds that any drawings, documents, or reports produced by DPS under this Agreement do not conform to the Agreement, then DPS will be given ten (10) days after written notice of the nonconformity to make any and all corrections to remedy

the non-conformance. If after these ten (10) days DPS has failed to make any drawings, documents or reports conform, OWNER may terminate this Agreement and will only owe for billings submitted prior to termination and for work accepted by OWNER. All finished or unfinished documents prepared by DPS will become the OWNER'S property.

XIV.

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

XV.

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

Dekker/Perich/Sabatini  
Attn: C. Barry Taylor, AIA  
620 S. Taylor Street, Suite 102  
Amarillo, TX 79101  
Telephone: (806) 376-8199  
Fax: (806) 376-8189  
E-Mail: dps@dpsdesign.org

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

City of Amarillo  
Attention: Kevin Starbuck, Assistant City Manager  
P. O. Box 1971  
Amarillo, TX 79105-1971  
Telephone: (806) 378-3077  
E-Mail: Kevin.starbuck@amarillo.gov

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

XVI.

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

XVII.

DPS shall provide experienced and qualified personnel to carry out the work to be performed by DPS under this Agreement and shall be responsible for and in full control of the work of such personnel. DPS agrees to perform the Scope of Work hereunder as an independent contractor and in no event shall the employees, subcontractors or agents of DPS be deemed employees of OWNER. DPS shall be free to contract for similar services to be performed for others while DPS is under Agreement with OWNER. The work shall, however, be subject to OWNER'S general right of observation and assurance of adherence to the production schedule to secure its satisfactory completion in accordance with this Agreement.

XVIII.

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

XIX.

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

XX.

OWNER and DPS hereby each binds itself, its successors, legal representatives and assigns to the other party to this Agreement, and to the successors, legal representatives and assigns of such party in respect to all covenants of this Agreement.

XXI.

Neither OWNER nor DPS will assign, sublet, or transfer interest in this Agreement without the prior written consent of the other.

XXII.

This Agreement is entered into and is to be performed in the State of Texas. OWNER and DPS agree that the law of the State of Texas shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interruption of this Agreement. All litigation arising out of this Agreement shall be brought in courts sitting in Texas with a venue in Potter County. OWNER does not arbitrate but will consider mediation of a dispute.

XXIII.

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

XXIV.

This Agreement and any attachments is the entire agreement of the parties as to the subject matter covered by this Agreement. In the event of a conflict between this Agreement and an exhibit or attachment hereto, the exhibit or attachment shall prevail. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

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

ATTEST:

CITY OF AMARILLO  
(OWNER)

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

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

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

DEKKER/PERICH/SABATINI  
(DPS)

By: \_\_\_\_\_  
C. Barry Taylor, AIA-Principal

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

**EXHIBIT A**  
**JANUARY 2, 2019 LETTER**

## EXHIBIT B

### EXPENSES ADDENDUM TO AGREEMENT FOR PROFESSIONAL SERVICES

The Agreement to which this Addendum is attached obligates the City of Amarillo ("OWNER") to pay your expenses associated with delivery of services and work product required by members of DPS's firm not operating out of DPS's Amarillo office. This Addendum states the maximum amounts which OWNER will reimburse you for the types of expenses listed. OWNER provides quality services on a frugal public budget and we expect the same good stewardship of public funds by professionals with whom the OWNER contracts.

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

**Hotel.** \$100.00 per night inclusive of taxes. OWNER will not pay for room service, internet, movies, massages, valet parking, telephone calls (except to OWNER personnel on job-related matters), or other hotel services.

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

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

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

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

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

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

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

**EXHIBIT C**

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

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

| TYPE OF COVERAGE                                                                                                                                | MINIMUM LIMITS |
|-------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| WORKER'S COMPENSATION - Coverage A<br>Worker's Compensation Insurance shall include a<br>Waiver of Subrogation in favor of the City of Amarillo | Statutory      |
| EMPLOYERS LIABILITY - Coverage B                                                                                                                |                |
| Bodily Injury by Accident - each accident                                                                                                       | \$100,000      |
| Bodily Injury by Disease - policy limit                                                                                                         | \$500,000      |
| Bodily Injury by Disease - each employee                                                                                                        | \$100,000      |
| COMMERCIAL GENERAL LIABILITY:                                                                                                                   |                |
| Coverage A - Each Occurrence                                                                                                                    | \$500,000      |
| Coverage B - Personal & Advertising Injury                                                                                                      | \$500,000      |
| General Aggregate Other Than Products/<br>Completed Operations                                                                                  | \$500,000      |
| Products/Completed Operations Aggregate                                                                                                         | \$500,000      |

**NOTE:**

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

**AUTOMOBILE LIABILITY:**

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

**NOTE:**

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

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

**EXHIBIT G  
REVISED SCOPE OF WORK**

**Additional Services: Revised Scope of Work – January 2019**

Develop a Book 4 of the Feasibility Assessment in which both the Civic Center Improvements, New Arena, and New Parking Garage are all developed simultaneously. The Arena location changes the previous Recommended Concept presented in book 2 & 3. This scope includes creating realistic renderings and fly-by of what the completed complex might look like.

|               |                                                                                                                   |  |                 |
|---------------|-------------------------------------------------------------------------------------------------------------------|--|-----------------|
| Task I Fee:   | Kickoff Charrette / Site Confirmation / Initial Concept Renderings                                                |  |                 |
| Timeline:     | January 3 – February 15, 2019                                                                                     |  |                 |
|               | D/P/S:                                                                                                            |  | \$8,000         |
|               | HVS:                                                                                                              |  | \$9,500         |
|               | Populous:                                                                                                         |  | \$23,500        |
|               | <u>RLB:</u>                                                                                                       |  | <u>\$6,500</u>  |
|               | Task I Total:                                                                                                     |  | \$47,500        |
|               | Task I Expenses (not to exceed):                                                                                  |  | \$5,000         |
| Task II Fee:  | Develop and Update Recommended Concept Plan based on Task I                                                       |  |                 |
| Timeline:     | May 13 – July 28, 2019                                                                                            |  |                 |
|               | D/P/S:                                                                                                            |  | \$24,000        |
|               | HVS:                                                                                                              |  | \$9,500         |
|               | <u>Populous:</u>                                                                                                  |  | <u>\$52,000</u> |
|               | Task II Total:                                                                                                    |  | \$85,500        |
|               | Task II Expenses (not to exceed):                                                                                 |  | \$10,000        |
| Task III Fee: | Fly-by/walk-through animation of the revised Recommended Concept Plan<br>(includes Drone/Photogrammetry Services) |  |                 |
| Timeline:     | September 2 – October 18, 2019                                                                                    |  |                 |
|               | D/P/S & Populous:                                                                                                 |  | \$45,000        |
| Task IV Fee:  | Out of town consultant travel fees and expenses ( <i>per visit</i> ) to assist with public presentations          |  |                 |
|               | Grinberg:                                                                                                         |  | \$7,600         |
|               | HVS:                                                                                                              |  | \$5,000         |
|               | Populous:                                                                                                         |  | \$3,700         |

Excluded from all our fees quoted herein are:

- |                                            |                                                   |
|--------------------------------------------|---------------------------------------------------|
| • Telecommunications/data design           | • Printing costs                                  |
| • Audio/Visual Consultant                  | • Shipping costs                                  |
| • Security Evaluation and Planning         | • Geotechnical investigation                      |
| • Commissioning                            | • Landscape architecture                          |
| • Offsite traffic studies                  | • Zoning or entitlement approvals                 |
| • Hazardous material sampling or abatement | • Offsite utility and infrastructure improvements |
| • LEED certification services/compliance   |                                                   |

Reimbursable expenses will be in addition to fees quoted herein with no mark-up. Reimbursable expenses include all printing, shipping, long distance communication charges, and application fees of any kind.

We will invoice monthly based on work complete to date. Invoices are due within ten days and past due after thirty days. Past due invoices accrue interest at one and one-half percent per month.

# Amarillo City Council

## Agenda Transmittal Memo



|                     |                  |                         |                       |
|---------------------|------------------|-------------------------|-----------------------|
| <b>Meeting Date</b> | January 15, 2019 | <b>Council Priority</b> | Safety/Best Practices |
|---------------------|------------------|-------------------------|-----------------------|

|                   |                 |                       |            |
|-------------------|-----------------|-----------------------|------------|
| <b>Department</b> | Fire Department | <b>Contact Person</b> | Sam Baucom |
|-------------------|-----------------|-----------------------|------------|

### Agenda Caption

Consideration to authorize a supply agreement for parts to repair firefighter Self-Contained Breathing Apparatus (SCBA) on an as needed basis.

### Agenda Item Summary

Amarillo Fire Department currently uses ISI-Avon brand **self contained breathing apparatus (S.C.B.A.)**, a.k.a firefighter "air-packs." This supply agreement will establish a set price for parts necessary to repair SCBA used by firefighters during hazardous atmosphere conditions, i.e. fires, hazmat incidents, carbon monoxide calls, etc. AFD keeps maintains a parts inventory to facilitate quick repair of this critical firefighting equipment. Repairs conducted using these parts are performed in compliance with National Fire Protection Association (NFPA) standards, NIOSH, OSHA, as well as Texas Commission on Fire Protection (TCFP) regulations. Although every part is priced in the contract, parts are only stocked or used as needed.

### Requested Action

Award Panhandle Breathing Air Systems (PBAS) the SCBA Parts Supply Agreement in the total amount of \$136,679 to start on February 1, 2019 and remain in effect for 12 months.

### Funding Summary

The funding source for SCBA parts inventory is 1000.15377.

### Community Engagement Summary

Not applicable

### Staff Recommendation

Bid No. 6236 SCBA REPAIR PARTS SUPPLY AGREEMENT

Opened 4:00 p.m. November 1, 2018

| To be awarded as one lot                              |                | PANHANDLE BREATHING AIR<br>SYSTEMS INC |       |
|-------------------------------------------------------|----------------|----------------------------------------|-------|
|                                                       |                |                                        |       |
| Line 1 U-clip, high pressure, per specifications      |                |                                        |       |
| 5                                                     | ea             |                                        |       |
|                                                       | Unit Price     | \$10.000                               |       |
|                                                       | Extended Price |                                        | 50.00 |
|                                                       |                |                                        |       |
| Line 2 U-clip, low pressure, per specifications       |                |                                        |       |
| 5                                                     | ea             |                                        |       |
|                                                       | Unit Price     | \$10.000                               |       |
|                                                       | Extended Price |                                        | 50.00 |
|                                                       |                |                                        |       |
| Line 3 Retaining ring, per specifications             |                |                                        |       |
| 2                                                     | ea             |                                        |       |
|                                                       | Unit Price     | \$10.000                               |       |
|                                                       | Extended Price |                                        | 20.00 |
|                                                       |                |                                        |       |
| Line 4 Plug, blank, high pressure, per specifications |                |                                        |       |
| 2                                                     | ea             |                                        |       |
|                                                       | Unit Price     | \$10.000                               |       |
|                                                       | Extended Price |                                        | 20.00 |
|                                                       |                |                                        |       |
| Line 5 Coupler, per specifications                    |                |                                        |       |
| 2                                                     | ea             |                                        |       |

|                                                      |       |                |           |        |
|------------------------------------------------------|-------|----------------|-----------|--------|
|                                                      |       | Unit Price     | \$45.000  |        |
|                                                      |       | Extended Price |           | 90.00  |
| <hr/>                                                |       |                |           |        |
| Line 6 Plug, per specifications                      |       |                |           |        |
|                                                      | 2 ea  |                |           |        |
|                                                      |       | Unit Price     | \$50.000  |        |
|                                                      |       | Extended Price |           | 100.00 |
| <hr/>                                                |       |                |           |        |
| Line 7 Plug, blank, low pressure, per specifications |       |                |           |        |
|                                                      | 2 ea  |                |           |        |
|                                                      |       | Unit Price     | \$10.000  |        |
|                                                      |       | Extended Price |           | 20.00  |
| <hr/>                                                |       |                |           |        |
| Line 8 Coupler, viking socket, per specifications    |       |                |           |        |
|                                                      | 1 ea  |                |           |        |
|                                                      |       | Unit Price     | \$145.000 |        |
|                                                      |       | Extended Price |           | 145.00 |
| <hr/>                                                |       |                |           |        |
| Line 9 Foster plug, per specifications               |       |                |           |        |
|                                                      | 25 ea |                |           |        |
|                                                      |       | Unit Price     | \$25.000  |        |
|                                                      |       | Extended Price |           | 625.00 |
| <hr/>                                                |       |                |           |        |
| Line 10 Reducer Bushing, per specifications          |       |                |           |        |
|                                                      | 2 ea  |                |           |        |
|                                                      |       | Unit Price     | \$10.000  |        |
|                                                      |       | Extended Price |           | 20.00  |
| <hr/>                                                |       |                |           |        |

|                                                    |                |           |        |
|----------------------------------------------------|----------------|-----------|--------|
| Line 11 Tube assembly, per specifications          |                |           |        |
|                                                    | 1 ea           |           |        |
|                                                    | Unit Price     | \$150.000 |        |
|                                                    | Extended Price |           | 150.00 |
| Line 12 Foster fititng, per specifications         |                |           |        |
|                                                    | 2 ea           |           |        |
|                                                    | Unit Price     | \$60.000  |        |
|                                                    | Extended Price |           | 120.00 |
| Line 13 Battery T-clip, per specifications         |                |           |        |
|                                                    | 4 ea           |           |        |
|                                                    | Unit Price     | \$5.000   |        |
|                                                    | Extended Price |           | 20.00  |
| Line 14 Battery cover, per specifications          |                |           |        |
|                                                    | 2 ea           |           |        |
|                                                    | Unit Price     | \$25.000  |        |
|                                                    | Extended Price |           | 50.00  |
| Line 15 Quick connect manifold, per specifications |                |           |        |
|                                                    | 4 ea           |           |        |
|                                                    | Unit Price     | \$10.000  |        |
|                                                    | Extended Price |           | 40.00  |
| Line 16 Quick connect manifold, per specifications |                |           |        |
|                                                    | 4 ea           |           |        |

|                                               |       |                |           |          |
|-----------------------------------------------|-------|----------------|-----------|----------|
|                                               |       | Unit Price     | \$10.000  |          |
|                                               |       | Extended Price |           | 40.00    |
| <hr/>                                         |       |                |           |          |
| Line 17 Cable assembly, per specifications    |       |                |           |          |
|                                               | 25 ea |                |           |          |
|                                               |       | Unit Price     | \$150.000 |          |
|                                               |       | Extended Price |           | 3,750.00 |
| <hr/>                                         |       |                |           |          |
| Line 18 Battery tray, per specifications      |       |                |           |          |
|                                               | 5 ea  |                |           |          |
|                                               |       | Unit Price     | \$10.000  |          |
|                                               |       | Extended Price |           | 50.00    |
| <hr/>                                         |       |                |           |          |
| Line 19 Nut, alarm gong, per specifications   |       |                |           |          |
|                                               | 5 ea  |                |           |          |
|                                               |       | Unit Price     | \$5.000   |          |
|                                               |       | Extended Price |           | 25.00    |
| <hr/>                                         |       |                |           |          |
| Line 20 Mounting bolts, per specifications    |       |                |           |          |
|                                               | 4 ea  |                |           |          |
|                                               |       | Unit Price     | \$5.000   |          |
|                                               |       | Extended Price |           | 20.00    |
| <hr/>                                         |       |                |           |          |
| Line 21 Screw, alarm gong, per specifications |       |                |           |          |
|                                               | 4 ea  |                |           |          |
|                                               |       | Unit Price     | \$10.000  |          |
|                                               |       | Extended Price |           | 40.00    |
| <hr/>                                         |       |                |           |          |

|                                                          |                |         |        |
|----------------------------------------------------------|----------------|---------|--------|
| Line 22 Screw, sidearm, per specifications               |                |         |        |
|                                                          | 20 ea          |         |        |
|                                                          | Unit Price     | \$5.000 |        |
|                                                          | Extended Price |         | 100.00 |
| Line 23 Screw, quick connect man, per specifications     |                |         |        |
|                                                          | 6 ea           |         |        |
|                                                          | Unit Price     | \$5.000 |        |
|                                                          | Extended Price |         | 30.00  |
| Line 24 Screw, u-clip retainer plate, per specifications |                |         |        |
|                                                          | 6 ea           |         |        |
|                                                          | Unit Price     | \$5.000 |        |
|                                                          | Extended Price |         | 30.00  |
| Line 25 Screw, CDC Shield, per specifications            |                |         |        |
|                                                          | 20 ea          |         |        |
|                                                          | Unit Price     | \$5.000 |        |
|                                                          | Extended Price |         | 100.00 |
| Line 26 Screw, u-clip retainer, per specifications       |                |         |        |
|                                                          | 4 ea           |         |        |
|                                                          | Unit Price     | \$5.000 |        |
|                                                          | Extended Price |         | 20.00  |
| Line 27 Screw, u-clip retainer, per specifications       |                |         |        |
|                                                          | 4 ea           |         |        |

|                                                  |                |          |        |
|--------------------------------------------------|----------------|----------|--------|
|                                                  | Unit Price     | \$5.000  |        |
|                                                  | Extended Price |          | 20.00  |
| <hr/>                                            |                |          |        |
| Line 28 Screw, battery cover, per specifications |                |          |        |
|                                                  | 10 ea          |          |        |
|                                                  | Unit Price     | \$5.000  |        |
|                                                  | Extended Price |          | 50.00  |
| <hr/>                                            |                |          |        |
| Line 29 Screw, front plate, per specifications   |                |          |        |
|                                                  | 6 ea           |          |        |
|                                                  | Unit Price     | \$5.000  |        |
|                                                  | Extended Price |          | 30.00  |
| <hr/>                                            |                |          |        |
| Line 30 Nut, per specifications                  |                |          |        |
|                                                  | 4 ea           |          |        |
|                                                  | Unit Price     | \$10.000 |        |
|                                                  | Extended Price |          | 40.00  |
| <hr/>                                            |                |          |        |
| Line 31 Washer, per specifications               |                |          |        |
|                                                  | 15 ea          |          |        |
|                                                  | Unit Price     | \$10.000 |        |
|                                                  | Extended Price |          | 150.00 |
| <hr/>                                            |                |          |        |
| Line 32 Washer, spoon, large, per specifications |                |          |        |
|                                                  | 4 ea           |          |        |
|                                                  | Unit Price     | \$5.000  |        |
|                                                  | Extended Price |          | 20.00  |
| <hr/>                                            |                |          |        |

Line 33 Washer, spoon, small, per specifications

4 ea

Unit Price

\$5.000

Extended Price

20.00

Line 34 Gauge cover, rubber, per specifications

2 ea

Unit Price

\$20.000

Extended Price

40.00

Line 35 Gauge, 3000 psi, per specifications

1 ea

Unit Price

\$55.000

Extended Price

55.00

Line 36 Gauge, 4500 psi ,per specifications

10 ea

Unit Price

\$145.000

Extended Price

1,450.00

Line 37 Boot gauge, per specifications

4 ea

Unit Price

\$20.000

Extended Price

80.00

Line 38 Body, bell assembly, per specifications

1 ea

Line 44 Seat pad, alarm striker, per specifications

|                |         |  |       |
|----------------|---------|--|-------|
| 5 ea           |         |  |       |
| Unit Price     | \$5.000 |  |       |
| Extended Price |         |  | 25.00 |

Line 45 Sping, striker, per specifications

|                |         |  |       |
|----------------|---------|--|-------|
| 5 ea           |         |  |       |
| Unit Price     | \$5.000 |  |       |
| Extended Price |         |  | 25.00 |

Line 46 Spacer, gong, per specifications

|                |          |  |       |
|----------------|----------|--|-------|
| 4 ea           |          |  |       |
| Unit Price     | \$10.000 |  |       |
| Extended Price |          |  | 40.00 |

Line 47 Adjusting screw & seat assy, per specifications

|                |          |  |       |
|----------------|----------|--|-------|
| 2 ea           |          |  |       |
| Unit Price     | \$35.000 |  |       |
| Extended Price |          |  | 70.00 |

Line 48 Retaining plate ,per specifications

|                |         |  |       |
|----------------|---------|--|-------|
| 3 ea           |         |  |       |
| Unit Price     | \$5.000 |  |       |
| Extended Price |         |  | 15.00 |

Line 49 Actuator cap, per specifications

2 ea

|                                                       |                |           |        |
|-------------------------------------------------------|----------------|-----------|--------|
|                                                       | Unit Price     | \$15.000  |        |
|                                                       | Extended Price |           | 30.00  |
| <hr/>                                                 |                |           |        |
| Line 50 Body, whistle, per specifications             |                |           |        |
|                                                       | 1 ea           |           |        |
|                                                       | Unit Price     | \$210.000 |        |
|                                                       | Extended Price |           | 210.00 |
| <hr/>                                                 |                |           |        |
| Line 51 Plug, flute, per specifications               |                |           |        |
|                                                       | 1 ea           |           |        |
|                                                       | Unit Price     | \$15.000  |        |
|                                                       | Extended Price |           | 15.00  |
| <hr/>                                                 |                |           |        |
| Line 52 Cap, sping, per specifications                |                |           |        |
|                                                       | 2 ea           |           |        |
|                                                       | Unit Price     | \$10.000  |        |
|                                                       | Extended Price |           | 20.00  |
| <hr/>                                                 |                |           |        |
| Line 53 Screw, adjustment, per specifications         |                |           |        |
|                                                       | 2 ea           |           |        |
|                                                       | Unit Price     | \$30.000  |        |
|                                                       | Extended Price |           | 60.00  |
| <hr/>                                                 |                |           |        |
| Line 54 Bushing, adjustment screw, per specifications |                |           |        |
|                                                       | 2 ea           |           |        |
|                                                       | Unit Price     | \$10.000  |        |
|                                                       | Extended Price |           | 20.00  |
| <hr/>                                                 |                |           |        |

Line 55 U-clip, high pressure, per specifications

2 ea

Unit Price

\$10.000

Extended Price

20.00

Line 56 Cap, 4500 PSI, per specifications

2 ea

Unit Price

\$25.000

Extended Price

50.00

Line 57 Glasses prong assembly, per specifications

2 ea

Unit Price

\$25.000

Extended Price

50.00

Line 58 Chrystolube, per specifications

2 ea

Unit Price

\$20.000

Extended Price

40.00

Line 59 Label, backframe, per specifications

2 ea

Unit Price

\$10.000

Extended Price

20.00

Line 60 Label, NFPA 1982, per specifications

2 ea

|                                                        |       |                |          |        |
|--------------------------------------------------------|-------|----------------|----------|--------|
|                                                        |       | Unit Price     | \$7.500  |        |
|                                                        |       | Extended Price |          | 15.00  |
| <hr/>                                                  |       |                |          |        |
| Line 61 Label, CSA battery, per specifications         |       |                |          |        |
|                                                        | 2 ea  |                |          |        |
|                                                        |       | Unit Price     | \$10.000 |        |
|                                                        |       | Extended Price |          | 20.00  |
| <hr/>                                                  |       |                |          |        |
| Line 62 Labels, teams battery tray, per specifications |       |                |          |        |
|                                                        | 2 ea  |                |          |        |
|                                                        |       | Unit Price     | \$5.000  |        |
|                                                        |       | Extended Price |          | 10.00  |
| <hr/>                                                  |       |                |          |        |
| Line 63 Roll pin, per specifications                   |       |                |          |        |
|                                                        | 5 ea  |                |          |        |
|                                                        |       | Unit Price     | \$2.500  |        |
|                                                        |       | Extended Price |          | 12.50  |
| <hr/>                                                  |       |                |          |        |
| Line 64 RDV bypass plunger, per specifications         |       |                |          |        |
|                                                        | 10 ea |                |          |        |
|                                                        |       | Unit Price     | \$2.500  |        |
|                                                        |       | Extended Price |          | 25.00  |
| <hr/>                                                  |       |                |          |        |
| Line 65 O-ring, Stem, per specifications               |       |                |          |        |
|                                                        | 51 ea |                |          |        |
|                                                        |       | Unit Price     | \$10.000 |        |
|                                                        |       | Extended Price |          | 510.00 |
| <hr/>                                                  |       |                |          |        |

Line 66 O-ring, piston, per specifications

5 ea

Unit Price

\$10.000

Extended Price

50.00

Line 67 O-ring, CGA connector, per specifications

5 ea

Unit Price

\$15.000

Extended Price

75.00

Line 68 O-ring, charging body, per specifications

5 ea

Unit Price

\$10.000

Extended Price

50.00

Line 69 O-ring, high pressure, per specifications

10 ea

Unit Price

\$10.000

Extended Price

100.00

Line 70 O-ring, piston, per specifications

5 ea

Unit Price

\$25.000

Extended Price

125.00

Line 71 O-ring, high pressure, per specifications

150 ea

|                                                          |        |                |          |          |
|----------------------------------------------------------|--------|----------------|----------|----------|
|                                                          |        | Unit Price     | \$5.000  |          |
|                                                          |        | Extended Price |          | 750.00   |
| <hr/>                                                    |        |                |          |          |
| Line 72 O-ring, 1/8 w/backup washer, per specifications  |        |                |          |          |
|                                                          | 75 ea  |                |          |          |
|                                                          |        | Unit Price     | \$5.000  |          |
|                                                          |        | Extended Price |          | 375.00   |
| <hr/>                                                    |        |                |          |          |
| Line 73 O-ring, high pressure inlet, per specifications  |        |                |          |          |
|                                                          | 128 ea |                |          |          |
|                                                          |        | Unit Price     | \$15.000 |          |
|                                                          |        | Extended Price |          | 1,920.00 |
| <hr/>                                                    |        |                |          |          |
| Line 74 Quad ring seal, low pressure, per specifications |        |                |          |          |
|                                                          | 10 ea  |                |          |          |
|                                                          |        | Unit Price     | \$2.500  |          |
|                                                          |        | Extended Price |          | 25.00    |
| <hr/>                                                    |        |                |          |          |
| Line 75 O-ring, CGA connector, per specifications        |        |                |          |          |
|                                                          | 30 ea  |                |          |          |
|                                                          |        | Unit Price     | \$2.500  |          |
|                                                          |        | Extended Price |          | 75.00    |
| <hr/>                                                    |        |                |          |          |
| Line 76 O-ring, bypass knob, per specifications          |        |                |          |          |
|                                                          | 6 ea   |                |          |          |
|                                                          |        | Unit Price     | \$10.000 |          |
|                                                          |        | Extended Price |          | 60.00    |
| <hr/>                                                    |        |                |          |          |

|                                                   |                |          |        |
|---------------------------------------------------|----------------|----------|--------|
| Line 77 P-ring, piston cap, per specifications    |                |          |        |
|                                                   | 6 ea           |          |        |
|                                                   | Unit Price     | \$10.000 |        |
|                                                   | Extended Price |          | 60.00  |
| Line 78 O-ring, filter, per specifications        |                |          |        |
|                                                   | 30 ea          |          |        |
|                                                   | Unit Price     | \$5.000  |        |
|                                                   | Extended Price |          | 150.00 |
| Line 79 Backup ring, per specifications           |                |          |        |
|                                                   | 10 ea          |          |        |
|                                                   | Unit Price     | \$2.500  |        |
|                                                   | Extended Price |          | 25.00  |
| Line 80 O-ring, spindle, per specifications       |                |          |        |
|                                                   | 5 ea           |          |        |
|                                                   | Unit Price     | \$5.000  |        |
|                                                   | Extended Price |          | 25.00  |
| Line 81 Seal, gauge, per specifications           |                |          |        |
|                                                   | 5 ea           |          |        |
|                                                   | Unit Price     | \$10.000 |        |
|                                                   | Extended Price |          | 50.00  |
| Line 82 O-ring, charging slug, per specifications |                |          |        |
|                                                   | 5 ea           |          |        |

|                                                  |       |                |          |        |
|--------------------------------------------------|-------|----------------|----------|--------|
|                                                  |       | Unit Price     | \$10.000 |        |
|                                                  |       | Extended Price |          | 50.00  |
| <hr/>                                            |       |                |          |        |
| Line 83 O-ring, actuator cap, per specifications |       |                |          |        |
|                                                  | 40 ea |                |          |        |
|                                                  |       | Unit Price     | \$5.000  |        |
|                                                  |       | Extended Price |          | 200.00 |
| <hr/>                                            |       |                |          |        |
| Line 84 Seal, bypass, per specifications         |       |                |          |        |
|                                                  | 20 ea |                |          |        |
|                                                  |       | Unit Price     | \$10.000 |        |
|                                                  |       | Extended Price |          | 200.00 |
| <hr/>                                            |       |                |          |        |
| Line 85 O-ring, bonnet, per specifications       |       |                |          |        |
|                                                  | 70 ea |                |          |        |
|                                                  |       | Unit Price     | \$2.500  |        |
|                                                  |       | Extended Price |          | 175.00 |
| <hr/>                                            |       |                |          |        |
| Line 86 O-ring, piston, top, per specifications  |       |                |          |        |
|                                                  | 4 ea  |                |          |        |
|                                                  |       | Unit Price     | \$5.000  |        |
|                                                  |       | Extended Price |          | 20.00  |
| <hr/>                                            |       |                |          |        |
| Line 87 O-ring, piston, top, per specifications  |       |                |          |        |
|                                                  | 10 ea |                |          |        |
|                                                  |       | Unit Price     | \$15.000 |        |
|                                                  |       | Extended Price |          | 150.00 |
| <hr/>                                            |       |                |          |        |

Line 88 O-ring, piston, bottom, per specifications

|                |          |  |        |
|----------------|----------|--|--------|
| 10 ea          |          |  |        |
| Unit Price     | \$10.000 |  |        |
| Extended Price |          |  | 100.00 |

Line 89 O-ring, speech diaphragm, per specifications

|                |          |  |       |
|----------------|----------|--|-------|
| 6 ea           |          |  |       |
| Unit Price     | \$10.000 |  |       |
| Extended Price |          |  | 60.00 |

Line 90 O-ring, backplate, per specifications

|                |         |  |       |
|----------------|---------|--|-------|
| 6 ea           |         |  |       |
| Unit Price     | \$5.000 |  |       |
| Extended Price |         |  | 30.00 |

Line 91 O-ring, RDV port, per specifications

|                |         |  |        |
|----------------|---------|--|--------|
| 20 ea          |         |  |        |
| Unit Price     | \$5.000 |  |        |
| Extended Price |         |  | 100.00 |

Line 92 O-ring, bypass knob, per specifications

|                |         |  |        |
|----------------|---------|--|--------|
| 30 ea          |         |  |        |
| Unit Price     | \$5.000 |  |        |
| Extended Price |         |  | 150.00 |

Line 93 O-ring, inlet seal plug, per specifications

40 ea

|                                                   |                |          |        |
|---------------------------------------------------|----------------|----------|--------|
|                                                   | Unit Price     | \$2.500  |        |
|                                                   | Extended Price |          | 100.00 |
| <hr/>                                             |                |          |        |
| Line 94 Spring, 4500 PSI, per specifications      |                |          |        |
| 4 ea                                              |                |          |        |
|                                                   | Unit Price     | \$5.000  |        |
|                                                   | Extended Price |          | 20.00  |
| <hr/>                                             |                |          |        |
| Line 95 Spring, charging, per specifications      |                |          |        |
| 5 ea                                              |                |          |        |
|                                                   | Unit Price     | \$10.000 |        |
|                                                   | Extended Price |          | 50.00  |
| <hr/>                                             |                |          |        |
| Line 96 Spring, piston, per specifications        |                |          |        |
| 1 ea                                              |                |          |        |
|                                                   | Unit Price     | \$10.000 |        |
|                                                   | Extended Price |          | 10.00  |
| <hr/>                                             |                |          |        |
| Line 97 Spring, exhale, per specifications        |                |          |        |
| 5 ea                                              |                |          |        |
|                                                   | Unit Price     | \$10.000 |        |
|                                                   | Extended Price |          | 50.00  |
| <hr/>                                             |                |          |        |
| Line 98 Spring disk, 4500 PSI, per specifications |                |          |        |
| 2 ea                                              |                |          |        |
|                                                   | Unit Price     | \$2.500  |        |
|                                                   | Extended Price |          | 5.00   |
| <hr/>                                             |                |          |        |

Line 99 Spring, bias & bypass, per specifications

20 ea

Unit Price \$2.500

Extended Price 50.00

Line 100 Spring, catch, per specifications

15 ea

Unit Price \$5.000

Extended Price 75.00

Line 101 Spring, RDV bypass plunger, per specifications

20 ea

Unit Price \$5.000

Extended Price 100.00

Line 102 Seal, speech diaphragm, per specifications

5 ea

Unit Price \$40.000

Extended Price 200.00

Line 103 Biasing spring, per specifications

3 ea

Unit Price \$10.000

Extended Price 30.00

Line 104 Valve disc, per specifications

128 ea

|                                              |                |          |          |
|----------------------------------------------|----------------|----------|----------|
|                                              | Unit Price     | \$40.000 |          |
|                                              | Extended Price |          | 5,120.00 |
| <hr/>                                        |                |          |          |
| Line 105 Screw, bias, per specifications     |                |          |          |
|                                              | 5 ea           |          |          |
|                                              | Unit Price     | \$10.000 |          |
|                                              | Extended Price |          | 50.00    |
| <hr/>                                        |                |          |          |
| Line 106 Disk, bypass, per specifications    |                |          |          |
|                                              | 10 ea          |          |          |
|                                              | Unit Price     | \$5.000  |          |
|                                              | Extended Price |          | 50.00    |
| <hr/>                                        |                |          |          |
| Line 107 Split ring, RDV, per specifications |                |          |          |
|                                              | 5 ea           |          |          |
|                                              | Unit Price     | \$10.000 |          |
|                                              | Extended Price |          | 50.00    |
| <hr/>                                        |                |          |          |
| Line 108 CDV shield, per specifications      |                |          |          |
|                                              | 15 ea          |          |          |
|                                              | Unit Price     | \$15.000 |          |
|                                              | Extended Price |          | 225.00   |
| <hr/>                                        |                |          |          |
| Line 109 Backplate, per specifications       |                |          |          |
|                                              | 4 ea           |          |          |
|                                              | Unit Price     | \$10.000 |          |
|                                              | Extended Price |          | 40.00    |
| <hr/>                                        |                |          |          |

Line 110 Knob, bypass, large, per specifications

15 ea

Unit Price \$15.000

Extended Price 225.00

Line 111 Catch, per specifications

15 ea

Unit Price \$10.000

Extended Price 150.00

Line 112 Cover, first breath button, per specifications

5 ea

Unit Price \$5.000

Extended Price 25.00

Line 113 Speech diaphragm, per specifications

10 ea

Unit Price \$20.000

Extended Price 200.00

Line 114 Cover plate, per specifications

5 ea

Unit Price \$10.000

Extended Price 50.00

Line 115 Reducer cap, per specifications

2 ea

|                                                             |      |                |          |        |
|-------------------------------------------------------------|------|----------------|----------|--------|
|                                                             |      | Unit Price     | \$50.000 |        |
|                                                             |      | Extended Price |          | 100.00 |
| <hr/>                                                       |      |                |          |        |
| Line 116 Piston, reducer assembly, per specifications       |      |                |          |        |
|                                                             | 5 ea |                |          |        |
|                                                             |      | Unit Price     | \$40.000 |        |
|                                                             |      | Extended Price |          | 200.00 |
| <hr/>                                                       |      |                |          |        |
| Line 117 High pressure inlet, per specifications            |      |                |          |        |
|                                                             | 5 ea |                |          |        |
|                                                             |      | Unit Price     | \$25.000 |        |
|                                                             |      | Extended Price |          | 125.00 |
| <hr/>                                                       |      |                |          |        |
| Line 118 Seak plug, high pressure inlet, per specifications |      |                |          |        |
|                                                             | 5 ea |                |          |        |
|                                                             |      | Unit Price     | \$50.000 |        |
|                                                             |      | Extended Price |          | 250.00 |
| <hr/>                                                       |      |                |          |        |
| Line 119 Spring, outer, per specifications                  |      |                |          |        |
|                                                             | 2 ea |                |          |        |
|                                                             |      | Unit Price     | \$10.000 |        |
|                                                             |      | Extended Price |          | 20.00  |
| <hr/>                                                       |      |                |          |        |
| Line 120 Spring, inner, per specifications                  |      |                |          |        |
|                                                             | 2 ea |                |          |        |
|                                                             |      | Unit Price     | \$10.000 |        |
|                                                             |      | Extended Price |          | 20.00  |
| <hr/>                                                       |      |                |          |        |

Line 121 Cap, per specifications

1 ea

Unit Price

\$60.000

Extended Price

60.00

Line 122 Spindle, per specifications

1 ea

Unit Price

\$20.000

Extended Price

20.00

Line 123 Knob, per specifications

2 ea

Unit Price

\$15.000

Extended Price

30.00

Line 124 Cap, charging, per specifications

5 ea

Unit Price

\$10.000

Extended Price

50.00

Line 125 Body, charging, per specifications

1 ea

Unit Price

\$45.000

Extended Price

45.00

Line 126 Slug, charging, per specifications

3 ea

|          |                                             |                |          |        |
|----------|---------------------------------------------|----------------|----------|--------|
|          |                                             | Unit Price     | \$15.000 |        |
|          |                                             | Extended Price |          | 45.00  |
| <hr/>    |                                             |                |          |        |
| Line 127 | Piston assembly, per specifications         |                |          |        |
|          | 2 ea                                        |                |          |        |
|          |                                             | Unit Price     | \$35.000 |        |
|          |                                             | Extended Price |          | 70.00  |
| <hr/>    |                                             |                |          |        |
| Line 128 | Cap, per specifications                     |                |          |        |
|          | 1 ea                                        |                |          |        |
|          |                                             | Unit Price     | \$60.000 |        |
|          |                                             | Extended Price |          | 60.00  |
| <hr/>    |                                             |                |          |        |
| Line 129 | Connector, CGA 4500 PSI, per specifications |                |          |        |
|          | 2 ea                                        |                |          |        |
|          |                                             | Unit Price     | \$60.000 |        |
|          |                                             | Extended Price |          | 120.00 |
| <hr/>    |                                             |                |          |        |
| Line 130 | Plate, u-clip retainer, per specifications  |                |          |        |
|          | 2 ea                                        |                |          |        |
|          |                                             | Unit Price     | \$10.000 |        |
|          |                                             | Extended Price |          | 20.00  |
| <hr/>    |                                             |                |          |        |
| Line 131 | Handwheel, CGA-4500, per specifications     |                |          |        |
|          | 2 ea                                        |                |          |        |
|          |                                             | Unit Price     | \$65.000 |        |
|          |                                             | Extended Price |          | 130.00 |
| <hr/>    |                                             |                |          |        |

Line 132 Reducer cap band, per specifications

5 ea

Unit Price

\$10.000

Extended Price

50.00

Line 133 Hose assembly, high pressure, per specifications

10 ea

Unit Price

\$120.000

Extended Price

1,200.00

Line 134 Hose assembly, high pressure, per specifications

130 ea

Unit Price

\$140.000

Extended Price

18,200.00

Line 135 Handle, per specifications

4 ea

Unit Price

\$25.000

Extended Price

100.00

Line 136 Manifold, per specifications

1 ea

Unit Price

\$40.000

Extended Price

40.00

Line 137 Filter, handwheel, per specifications

5 ea

Unit Price

\$2.500

|                                                           |                |                |        |
|-----------------------------------------------------------|----------------|----------------|--------|
|                                                           |                | Extended Price | 12.50  |
| <hr/>                                                     |                |                |        |
| Line 138 Dust cap, per specifications                     |                |                |        |
|                                                           | 4 ea           |                |        |
|                                                           | Unit Price     | \$60.000       |        |
|                                                           | Extended Price |                | 240.00 |
| <hr/>                                                     |                |                |        |
| Line 139 Hose assembly, high pressure, per specifications |                |                |        |
|                                                           | 2 ea           |                |        |
|                                                           | Unit Price     | \$130.000      |        |
|                                                           | Extended Price |                | 260.00 |
| <hr/>                                                     |                |                |        |
| Line 140 Flap, inhale, nose cup, per specifications       |                |                |        |
|                                                           | 6 ea           |                |        |
|                                                           | Unit Price     | \$10.000       |        |
|                                                           | Extended Price |                | 60.00  |
| <hr/>                                                     |                |                |        |
| Line 141 Flap, check, centerpiece, per specifications     |                |                |        |
|                                                           | 4 ea           |                |        |
|                                                           | Unit Price     | \$10.000       |        |
|                                                           | Extended Price |                | 40.00  |
| <hr/>                                                     |                |                |        |
| Line 142 U-clip, low pressure, long, per specifications   |                |                |        |
|                                                           | 4 ea           |                |        |
|                                                           | Unit Price     | \$20.000       |        |
|                                                           | Extended Price |                | 80.00  |
| <hr/>                                                     |                |                |        |

Line 143 Flap, exhalation valve, per specifications

|                |          |  |        |
|----------------|----------|--|--------|
| 15 ea          |          |  |        |
| Unit Price     | \$45.000 |  |        |
| Extended Price |          |  | 675.00 |

Line 144 Harness, upper anchor, per specifications

|                |         |  |       |
|----------------|---------|--|-------|
| 6 ea           |         |  |       |
| Unit Price     | \$4.000 |  |       |
| Extended Price |         |  | 24.00 |

Line 145 Facemask holder, D-ring, per specifications

|                |          |  |        |
|----------------|----------|--|--------|
| 15 ea          |          |  |        |
| Unit Price     | \$10.000 |  |        |
| Extended Price |          |  | 150.00 |

Line 146 Coated visor, double curve, per specifications

|                |          |  |          |
|----------------|----------|--|----------|
| 20 ea          |          |  |          |
| Unit Price     | \$80.000 |  |          |
| Extended Price |          |  | 1,600.00 |

Line 147 Buckle frame, per specifications

|                |          |  |       |
|----------------|----------|--|-------|
| 5 ea           |          |  |       |
| Unit Price     | \$10.000 |  |       |
| Extended Price |          |  | 50.00 |

Line 148 Buckle roller loops, per specifications

10 ea

|                                                   |                |           |        |
|---------------------------------------------------|----------------|-----------|--------|
|                                                   | Unit Price     | \$15.000  |        |
|                                                   | Extended Price |           | 150.00 |
| <hr/>                                             |                |           |        |
| Line 149 Lower strap, rubber, per specifications  |                |           |        |
|                                                   | 20 ea          |           |        |
|                                                   | Unit Price     | \$15.000  |        |
|                                                   | Extended Price |           | 300.00 |
| <hr/>                                             |                |           |        |
| Line 150 Support disk, exhale, per specifications |                |           |        |
|                                                   | 5 ea           |           |        |
|                                                   | Unit Price     | \$15.000  |        |
|                                                   | Extended Price |           | 75.00  |
| <hr/>                                             |                |           |        |
| Line 151 Skirt, small, CBRN, per specifications   |                |           |        |
|                                                   | 5 ea           |           |        |
|                                                   | Unit Price     | \$145.000 |        |
|                                                   | Extended Price |           | 725.00 |
| <hr/>                                             |                |           |        |
| Line 152 Skirt, medium, CBRN, per specifications  |                |           |        |
|                                                   | 2 ea           |           |        |
|                                                   | Unit Price     | \$145.000 |        |
|                                                   | Extended Price |           | 290.00 |
| <hr/>                                             |                |           |        |
| Line 153 Skirt, Large, CBRN, per specifications   |                |           |        |
|                                                   | 4 ea           |           |        |
|                                                   | Unit Price     | \$150.000 |        |
|                                                   | Extended Price |           | 600.00 |
| <hr/>                                             |                |           |        |

Line 154 Nosecup, black, per specifications

6 ea

Unit Price

\$95.000

Extended Price

570.00

Line 155 Grommit, alarm gong, per specifications

4 ea

Unit Price

\$5.000

Extended Price

20.00

Line 156 Plug, piezo screw holes, per specifications

6 ea

Unit Price

\$5.000

Extended Price

30.00

Line 157 Plug, piezo white holes, per specifications

6 ea

Unit Price

\$10.000

Extended Price

60.00

Line 158 Plug, top hole, per specifications

6 ea

Unit Price

\$5.000

Extended Price

30.00

Line 159 Plug, radio interface, per specifications

2 ea

|                                                     |       |                |          |       |
|-----------------------------------------------------|-------|----------------|----------|-------|
|                                                     |       | Unit Price     | \$5.000  |       |
|                                                     |       | Extended Price |          | 10.00 |
| <hr/>                                               |       |                |          |       |
| Line 160 O-ring, regulator body, per specifications |       |                |          |       |
|                                                     | 10 ea |                |          |       |
|                                                     |       | Unit Price     | \$5.000  |       |
|                                                     |       | Extended Price |          | 50.00 |
| <hr/>                                               |       |                |          |       |
| Line 161 Body, burst disc, per specifications       |       |                |          |       |
|                                                     | 5 ea  |                |          |       |
|                                                     |       | Unit Price     | \$10.000 |       |
|                                                     |       | Extended Price |          | 50.00 |
| <hr/>                                               |       |                |          |       |
| Line 162 Burst disc, 4500 PSI, per specifications   |       |                |          |       |
|                                                     | 5 ea  |                |          |       |
|                                                     |       | Unit Price     | \$10.000 |       |
|                                                     |       | Extended Price |          | 50.00 |
| <hr/>                                               |       |                |          |       |
| Line 163 Washer, sealing, per specifications        |       |                |          |       |
|                                                     | 5 ea  |                |          |       |
|                                                     |       | Unit Price     | \$15.000 |       |
|                                                     |       | Extended Price |          | 75.00 |
| <hr/>                                               |       |                |          |       |
| Line 164 Burst disc, 4500 PSI, per specifications   |       |                |          |       |
|                                                     | 4 ea  |                |          |       |
|                                                     |       | Unit Price     | \$10.000 |       |
|                                                     |       | Extended Price |          | 40.00 |
| <hr/>                                               |       |                |          |       |

Line 165 Valve assembly, 4500, per specifications

|   |                |           |        |
|---|----------------|-----------|--------|
| 2 | ea             |           |        |
|   | Unit Price     | \$225.000 |        |
|   | Extended Price |           | 450.00 |

Line 166 Handwheel, high pressure, red, per specifications

|   |                |          |       |
|---|----------------|----------|-------|
| 2 | ea             |          |       |
|   | Unit Price     | \$15.000 |       |
|   | Extended Price |          | 30.00 |

Line 167 Lens, gauge, per specifications

|    |                |         |        |
|----|----------------|---------|--------|
| 25 | ea             |         |        |
|    | Unit Price     | \$5.000 |        |
|    | Extended Price |         | 125.00 |

Line 168 Gauge, 4500, per specifications

|    |                |          |        |
|----|----------------|----------|--------|
| 10 | ea             |          |        |
|    | Unit Price     | \$50.000 |        |
|    | Extended Price |          | 500.00 |

Line 169 Washer, stainless steel, per specifications

|    |                |         |       |
|----|----------------|---------|-------|
| 10 | ea             |         |       |
|    | Unit Price     | \$5.000 |       |
|    | Extended Price |         | 50.00 |

Line 170 Bonnet, per specifications

2 ea

|                                                          |       |                |           |          |
|----------------------------------------------------------|-------|----------------|-----------|----------|
|                                                          |       | Unit Price     | \$20.000  |          |
|                                                          |       | Extended Price |           | 40.00    |
| <hr/>                                                    |       |                |           |          |
| Line 171 Stem, per specifications                        |       |                |           |          |
|                                                          | 2 ea  |                |           |          |
|                                                          |       | Unit Price     | \$20.000  |          |
|                                                          |       | Extended Price |           | 40.00    |
| <hr/>                                                    |       |                |           |          |
| Line 172 Valve plug assembly, per specifications         |       |                |           |          |
|                                                          | 10 ea |                |           |          |
|                                                          |       | Unit Price     | \$110.000 |          |
|                                                          |       | Extended Price |           | 1,100.00 |
| <hr/>                                                    |       |                |           |          |
| Line 173 #6-32 X 3/8 ss socket screw, per specifications |       |                |           |          |
|                                                          | 6 ea  |                |           |          |
|                                                          |       | Unit Price     | \$5.000   |          |
|                                                          |       | Extended Price |           | 30.00    |
| <hr/>                                                    |       |                |           |          |
| Line 174 #10-24 X 5/8 Pan head screw, per specifications |       |                |           |          |
|                                                          | 40 ea |                |           |          |
|                                                          |       | Unit Price     | \$10.000  |          |
|                                                          |       | Extended Price |           | 400.00   |
| <hr/>                                                    |       |                |           |          |
| Line 175 #10-24 stainless locknut, per specifications    |       |                |           |          |
|                                                          | 5 ea  |                |           |          |
|                                                          |       | Unit Price     | \$5.000   |          |
|                                                          |       | Extended Price |           | 25.00    |
| <hr/>                                                    |       |                |           |          |

|                                                    |      |                |           |        |
|----------------------------------------------------|------|----------------|-----------|--------|
|                                                    |      | Unit Price     | \$35.000  |        |
|                                                    |      | Extended Price |           | 105.00 |
| <hr/>                                              |      |                |           |        |
| Line 182 Screw, spoon, per specifications          |      |                |           |        |
|                                                    | 4 ea |                |           |        |
|                                                    |      | Unit Price     | \$5.000   |        |
|                                                    |      | Extended Price |           | 20.00  |
| <hr/>                                              |      |                |           |        |
| Line 183 Plare, shoulder strap, per specifications |      |                |           |        |
|                                                    | 3 ea |                |           |        |
|                                                    |      | Unit Price     | \$30.000  |        |
|                                                    |      | Extended Price |           | 90.00  |
| <hr/>                                              |      |                |           |        |
| Line 184 Facemask bag, per specifications          |      |                |           |        |
|                                                    | 5 ea |                |           |        |
|                                                    |      | Unit Price     | \$60.000  |        |
|                                                    |      | Extended Price |           | 300.00 |
| <hr/>                                              |      |                |           |        |
| Line 185 Battery pack assembly, per specifications |      |                |           |        |
|                                                    | 3 ea |                |           |        |
|                                                    |      | Unit Price     | \$210.000 |        |
|                                                    |      | Extended Price |           | 630.00 |
| <hr/>                                              |      |                |           |        |
| Line 186 Piezo alarm, per specifications           |      |                |           |        |
|                                                    | 2 ea |                |           |        |
|                                                    |      | Unit Price     | \$35.000  |        |
|                                                    |      | Extended Price |           | 70.00  |
| <hr/>                                              |      |                |           |        |

|                                                           |                |           |          |
|-----------------------------------------------------------|----------------|-----------|----------|
| Line 187 Heads up display, per specifications             |                |           |          |
|                                                           | 2 ea           |           |          |
|                                                           | Unit Price     | \$300.000 |          |
|                                                           | Extended Price |           | 600.00   |
| Line 188 Mask board assembly left, per specifications     |                |           |          |
|                                                           | 5 ea           |           |          |
|                                                           | Unit Price     | \$305.000 |          |
|                                                           | Extended Price |           | 1,525.00 |
| Line 189 Piston assembly, 4500 PSI, per specifications    |                |           |          |
|                                                           | 2 ea           |           |          |
|                                                           | Unit Price     | \$60.000  |          |
|                                                           | Extended Price |           | 120.00   |
| Line 190 Spectical Kit, per specifications                |                |           |          |
|                                                           | 5 ea           |           |          |
|                                                           | Unit Price     | \$145.000 |          |
|                                                           | Extended Price |           | 725.00   |
| Line 191 Net head harness, per specifications             |                |           |          |
|                                                           | 10 ea          |           |          |
|                                                           | Unit Price     | \$120.000 |          |
|                                                           | Extended Price |           | 1,200.00 |
| Line 192 Right shoulder harness strap, per specifications |                |           |          |
|                                                           | 30 ea          |           |          |

|                                                           |       |                |           |          |
|-----------------------------------------------------------|-------|----------------|-----------|----------|
|                                                           |       | Unit Price     | \$180.000 |          |
|                                                           |       | Extended Price |           | 5,400.00 |
| <hr/>                                                     |       |                |           |          |
| Line 193 Waist strap, r. side, kevlar, per specifications |       |                |           |          |
|                                                           | 5 ea  |                |           |          |
|                                                           |       | Unit Price     | \$65.000  |          |
|                                                           |       | Extended Price |           | 325.00   |
| <hr/>                                                     |       |                |           |          |
| Line 194 Waist strap, l. side, kevlar, per specifications |       |                |           |          |
|                                                           | 1 ea  |                |           |          |
|                                                           |       | Unit Price     | \$80.000  |          |
|                                                           |       | Extended Price |           | 80.00    |
| <hr/>                                                     |       |                |           |          |
| Line 195 Chest strap, per specifications                  |       |                |           |          |
|                                                           | 10 ea |                |           |          |
|                                                           |       | Unit Price     | \$60.000  |          |
|                                                           |       | Extended Price |           | 600.00   |
| <hr/>                                                     |       |                |           |          |
| Line 196 Adjusting strap, kevlar, per specifications      |       |                |           |          |
|                                                           | 25 ea |                |           |          |
|                                                           |       | Unit Price     | \$90.000  |          |
|                                                           |       | Extended Price |           | 2,250.00 |
| <hr/>                                                     |       |                |           |          |
| Line 197 Waistbelt, kevlar, per specifications            |       |                |           |          |
|                                                           | 1 ea  |                |           |          |
|                                                           |       | Unit Price     | \$165.000 |          |
|                                                           |       | Extended Price |           | 165.00   |
| <hr/>                                                     |       |                |           |          |

Line 198 Cylinder bag, ARAP-E, per specifications

1 ea

Unit Price \$155.000

Extended Price 155.00

Line 199 Shoulder strap assembly, per specifications

1 ea

Unit Price \$165.000

Extended Price 165.00

Line 200 Retrofit snap hook, per specifications

10 ea

Unit Price \$50.000

Extended Price 500.00

Line 201 Left shoulder harness strap, per specifications

30 ea

Unit Price \$180.000

Extended Price 5,400.00

Line 202 Cylinder band assembly, per specifications

70 ea

Unit Price \$70.000

Extended Price 4,900.00

Line 203 Sleeve, per specifications

10 ea

|                                                            |      |                |           |        |
|------------------------------------------------------------|------|----------------|-----------|--------|
|                                                            |      | Unit Price     | \$15.000  |        |
|                                                            |      | Extended Price |           | 150.00 |
| <hr/>                                                      |      |                |           |        |
| Line 204 Dev hose w/cable for digital, per specifications  |      |                |           |        |
|                                                            | 2 ea |                |           |        |
|                                                            |      | Unit Price     | \$275.000 |        |
|                                                            |      | Extended Price |           | 550.00 |
| <hr/>                                                      |      |                |           |        |
| Line 205 Hose with quick connect, per specifications       |      |                |           |        |
|                                                            | 2 ea |                |           |        |
|                                                            |      | Unit Price     | \$230.000 |        |
|                                                            |      | Extended Price |           | 460.00 |
| <hr/>                                                      |      |                |           |        |
| Line 206 Speech diaphragm & lever assy, per specifications |      |                |           |        |
|                                                            | 2 ea |                |           |        |
|                                                            |      | Unit Price     | \$70.000  |        |
|                                                            |      | Extended Price |           | 140.00 |
| <hr/>                                                      |      |                |           |        |
| Line 207 Valve body, per specifications                    |      |                |           |        |
|                                                            | 2 ea |                |           |        |
|                                                            |      | Unit Price     | \$60.000  |        |
|                                                            |      | Extended Price |           | 120.00 |
| <hr/>                                                      |      |                |           |        |
| Line 208 Main cover, w/communications, per specifications  |      |                |           |        |
|                                                            | 1 ea |                |           |        |
|                                                            |      | Unit Price     | \$30.000  |        |
|                                                            |      | Extended Price |           | 30.00  |
| <hr/>                                                      |      |                |           |        |

Line 209 Base plate/brg pad assy, per specifications

|                |           |  |        |
|----------------|-----------|--|--------|
| 1 ea           |           |  |        |
| Unit Price     | \$105.000 |  |        |
| Extended Price |           |  | 105.00 |

Line 210 Pilot lever assy w/screw, per specifications

|                |          |  |        |
|----------------|----------|--|--------|
| 4 ea           |          |  |        |
| Unit Price     | \$50.000 |  |        |
| Extended Price |          |  | 200.00 |

Line 211 Sliding switch, per specifications

|                |          |  |       |
|----------------|----------|--|-------|
| 2 ea           |          |  |       |
| Unit Price     | \$20.000 |  |       |
| Extended Price |          |  | 40.00 |

Line 212 CDV body assembly, per specifications

|                |          |  |        |
|----------------|----------|--|--------|
| 3 ea           |          |  |        |
| Unit Price     | \$60.000 |  |        |
| Extended Price |          |  | 180.00 |

Line 213 Lever, per specifications

|                |          |  |        |
|----------------|----------|--|--------|
| 10 ea          |          |  |        |
| Unit Price     | \$15.000 |  |        |
| Extended Price |          |  | 150.00 |

Line 214 Cover assembly, per specifications

30 ea

|                                                          |       |                |           |          |
|----------------------------------------------------------|-------|----------------|-----------|----------|
|                                                          |       | Unit Price     | \$75.000  |          |
|                                                          |       | Extended Price |           | 2,250.00 |
| <hr/>                                                    |       |                |           |          |
| Line 215 Quick connect collar, per specifications        |       |                |           |          |
|                                                          | 38 ea |                |           |          |
|                                                          |       | Unit Price     | \$225.000 |          |
|                                                          |       | Extended Price |           | 8,550.00 |
| <hr/>                                                    |       |                |           |          |
| Line 216 PRV assembly, per specifications                |       |                |           |          |
|                                                          | 1 ea  |                |           |          |
|                                                          |       | Unit Price     | \$60.000  |          |
|                                                          |       | Extended Price |           | 60.00    |
| <hr/>                                                    |       |                |           |          |
| Line 217 Alarm striker w/pad, per specifications         |       |                |           |          |
|                                                          | 4 ea  |                |           |          |
|                                                          |       | Unit Price     | \$65.000  |          |
|                                                          |       | Extended Price |           | 260.00   |
| <hr/>                                                    |       |                |           |          |
| Line 218 Hose assembly, low pressure, per specifications |       |                |           |          |
|                                                          | 2 ea  |                |           |          |
|                                                          |       | Unit Price     | \$170.000 |          |
|                                                          |       | Extended Price |           | 340.00   |
| <hr/>                                                    |       |                |           |          |
| Line 219 Diaphragm, CBRN, per specifications             |       |                |           |          |
|                                                          | 50 ea |                |           |          |
|                                                          |       | Unit Price     | \$75.000  |          |
|                                                          |       | Extended Price |           | 3,750.00 |
| <hr/>                                                    |       |                |           |          |

Line 220 Hose assembly, low pressure, per specifications

|                |           |  |          |
|----------------|-----------|--|----------|
| 7 ea           |           |  |          |
| Unit Price     | \$225.000 |  |          |
| Extended Price |           |  | 1,575.00 |

Line 221 Reducer body, per specifications

|                |           |  |        |
|----------------|-----------|--|--------|
| 1 ea           |           |  |        |
| Unit Price     | \$260.000 |  |        |
| Extended Price |           |  | 260.00 |

Line 222 Body with PRV, per specifications

|                |           |  |        |
|----------------|-----------|--|--------|
| 1 ea           |           |  |        |
| Unit Price     | \$270.000 |  |        |
| Extended Price |           |  | 270.00 |

Line 223 Facemask visor clamp kit, per specifications

|                |          |  |          |
|----------------|----------|--|----------|
| 25 ea          |          |  |          |
| Unit Price     | \$80.000 |  |          |
| Extended Price |          |  | 2,000.00 |

Line 224 Centerplate with connect wires, per specifications

|                |           |  |          |
|----------------|-----------|--|----------|
| 40 ea          |           |  |          |
| Unit Price     | \$170.000 |  |          |
| Extended Price |           |  | 6,800.00 |

Line 225 Cylinder pad, per specifications

10 ea

|                                                           |       |                |           |           |
|-----------------------------------------------------------|-------|----------------|-----------|-----------|
|                                                           |       | Unit Price     | \$20.000  |           |
|                                                           |       | Extended Price |           | 200.00    |
| <hr/>                                                     |       |                |           |           |
| Line 226 RDV facemask assembly, small, per specifications |       |                |           |           |
|                                                           | 15 ea |                |           |           |
|                                                           |       | Unit Price     | \$925.000 |           |
|                                                           |       | Extended Price |           | 13,875.00 |
| <hr/>                                                     |       |                |           |           |
| Line 227 RDV facemask assembly, large, per specifications |       |                |           |           |
|                                                           | 6 ea  |                |           |           |
|                                                           |       | Unit Price     | \$925.000 |           |
|                                                           |       | Extended Price |           | 5,550.00  |
| <hr/>                                                     |       |                |           |           |
| Line 228 Screw, battery pack, per specifications          |       |                |           |           |
|                                                           | 5 ea  |                |           |           |
|                                                           |       | Unit Price     | \$5.000   |           |
|                                                           |       | Extended Price |           | 25.00     |
| <hr/>                                                     |       |                |           |           |
| Line 229 Lumbar pad assembly, per specifications          |       |                |           |           |
|                                                           | 30 ea |                |           |           |
|                                                           |       | Unit Price     | \$165.000 |           |
|                                                           |       | Extended Price |           | 4,950.00  |
| <hr/>                                                     |       |                |           |           |
| Line 230 RDV regulator, per specifications                |       |                |           |           |
|                                                           | 3 ea  |                |           |           |
|                                                           |       | Unit Price     | \$710.000 |           |
|                                                           |       | Extended Price |           | 2,130.00  |
| <hr/>                                                     |       |                |           |           |

|                                                        |                 |           |            |
|--------------------------------------------------------|-----------------|-----------|------------|
| Line 231 Sidearm, per specifications                   |                 |           |            |
|                                                        | 2 ea            |           |            |
|                                                        | Unit Price      | \$20.000  |            |
|                                                        | Extended Price  |           | 40.00      |
| Line 232 RVD body with pilot lever, per specifications |                 |           |            |
|                                                        | 10 ea           |           |            |
|                                                        | Unit Price      | \$265.000 |            |
|                                                        | Extended Price  |           | 2,650.00   |
| Line 233 O-ring viking Z-seven, per specifications     |                 |           |            |
|                                                        | 10 ea           |           |            |
|                                                        | Unit Price      | \$10.000  |            |
|                                                        | Extended Price  |           | 100.00     |
|                                                        | Bid Total       |           | 136,679.00 |
|                                                        | Award by Vendor |           | 136,679.00 |

# Amarillo City Council

## Agenda Transmittal Memo



|              |                                            |                  |                |
|--------------|--------------------------------------------|------------------|----------------|
| Meeting Date | January 15, 2019                           | Council Priority | Transportation |
| Department   | Capital Projects & Development Engineering |                  |                |
| Contact      | Kyle Schniderjan, PE                       |                  |                |

**Agenda Caption**

CONSIDER AWARD – Bid #6307/Project #462059 – Street Maintenance High Density Mineral Bond in the Woodlands FY 16/17 – FY 20/21 Community Investment Program, Proposition 1  
Andale Construction Inc. - \$340,547.86

**Agenda Item Summary**

This item is to consider award of the construction contract for the installation of High Density Mineral Bond on streets within the Woodlands development of Amarillo that have been identified as needing rehabilitation. This is the first installation of this product in the City of Amarillo. High Density Mineral Bond is being evaluated against other maintenance products.

**Requested Action**

Consider approval and award to Andale Construction Inc. - \$340,547.86

**Funding Summary**

Funding for this project is available in the Project Budget Number 462059.17400.2040. This project was approved in the FY 16/17 – FY 20/21 Community Investment Program Budget. The construction expenses for this project are funded from the Proposition 1 Bonds.

**Community Engagement Summary**

This project will have a moderate impact on a select portion of the community; however, the impact of this project during construction at any one location will be relatively brief. City staff will update the public with a public meeting, as well as press releases and public announcements before and during the project. Aspects of public engagement have been included as part of the construction contract.

**Staff Recommendation**

City Staff is recommending approval and award of the contract.

Bid No. 6307 2017-2021 COMMUNITY INVESTMENT PROGRAM: STREET & DRAINAGE IMPROVEMENTS:  
STREET MAINTENANCE HIGH DENSITY MINERAL BONDS IN THE WOODLANDS  
Opened 4:00 p.m. December 26, 2018

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To be awarded as one lot                      ANDALE CONSTRUCTION INC

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Line 1 Construction, highway and road, per  
specifications

1 ea

Unit Price

\$340,547.860

Extended Price

340,547.86

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Bid Total

340,547.86

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Award by Vendor

340,547.86

# Amarillo City Council

## Agenda Transmittal Memo



|              |                                            |                  |                                  |
|--------------|--------------------------------------------|------------------|----------------------------------|
| Meeting Date | 01/15/2019                                 | Council Priority | Longterm Plan for Infrastructure |
| Department   | Capital Projects & Development Engineering |                  |                                  |
| Contact      | Kyle Schniederjan                          |                  |                                  |

**Agenda Caption**

CONSIDER: Change Order No. 5, Job 530020, Bid 5806, Sewer Main Relocation Hollywood Road from Bell St. to Coulter St.  
Work to include removal of concrete driveway, excavation, removal of existing pipe, compaction of existing trench, and construction of a temporary driveway near Hollywood Road and Coulter Street.  
Current Change Order:       \$       15,100.00

**Agenda Item Summary**

The original design calls for this existing sewer main to be abandoned in place and a new sewer line installed outside of the proposed new Loop 335. It was determined that the existing trench is failing and is not compacted to a level that will allow the TxDOT planned construction over the top. Change Order No. 5 is required to re-compact an existing utility trench within the area TxDOT is expanding Loop 335 including removing and replacing a driveway.

|                         |    |              |
|-------------------------|----|--------------|
| Original Contract:      | \$ | 4,504,294.00 |
| Previous Change Orders: | \$ | 288,678.00   |
| Current Change Order:   | \$ | 15,100.00    |
| Revised Contract Total: | \$ | 4,808,072.00 |

**Requested Action**

Consider approval of Change Order No. 5 for execution by the City Manager.

**Funding Summary**

Funding is available in Job 530020, which was approved in the FY15/16 CIP and funded through the water and sewer revenue bonds in May 2017.

**Community Engagement Summary**

The work included in this change order has minimal impact on the community. This work is associated with the TxDOT Loop 335 project, but the work occurs outside of the traveled way. The work will be coordinated with the affected business

**Staff Recommendation**

Staff is recommending approval and execution of Change Order No. 5.

Bid No. 5806 FY 2017-2021 Community Investment Program Water Distribution: Loop 335 Bell Street West to Soncy Road - Moving of Water Distribution lines located in Loop 335 Righ- of-Way from I-27 West to Soncy Road; Wastewater Collection: Loop 335 Bell Street West to Soncy Road - Moving of Wastewater Collection lines located in Loop 335 Right-of-Way from I-27 West to Soncy Rd  
Opened 4:00 p.m., August 10, 2017

| To be awarded as one lot                                                 |  | J & H Services Inc |            | Amarillo Utility Contractors |            | Williams Ditching LLC |            | Condie Construction Co Inc |            | Spiess Construction Co Inc |            | L A Fuller & Sons Construction LTD |            |
|--------------------------------------------------------------------------|--|--------------------|------------|------------------------------|------------|-----------------------|------------|----------------------------|------------|----------------------------|------------|------------------------------------|------------|
| Line 1 Mobilization/Demobilizatin, per specifications                    |  |                    |            |                              |            |                       |            |                            |            |                            |            |                                    |            |
| 1 ls                                                                     |  |                    |            |                              |            |                       |            |                            |            |                            |            |                                    |            |
| Unit Price                                                               |  | \$200,000.000      |            | \$200,000.00                 |            | \$262,590.00          |            | \$270,000.00               |            | \$200,000.00               |            | \$273,208.00                       |            |
| Extended Price                                                           |  |                    | 200,000.00 |                              | 200,000.00 |                       | 262,590.00 |                            | 270,000.00 |                            | 200,000.00 |                                    | 273,208.00 |
| Line 2 6" Ductile Iron Water Pipe, per specifications                    |  |                    |            |                              |            |                       |            |                            |            |                            |            |                                    |            |
| 150 lf                                                                   |  |                    |            |                              |            |                       |            |                            |            |                            |            |                                    |            |
| Unit Price                                                               |  | \$42.550           |            | \$42.00                      |            | \$50.06               |            | \$48.00                    |            | \$75.00                    |            | \$48.80                            |            |
| Extended Price                                                           |  |                    | 6,382.50   |                              | 6,300.00   |                       | 7,509.00   |                            | 7,200.00   |                            | 11,250.00  |                                    | 7,320.00   |
| Line 3 12" HDPE, C906 SDR 11, Temporary Pipe, per specifications         |  |                    |            |                              |            |                       |            |                            |            |                            |            |                                    |            |
| 120 lf                                                                   |  |                    |            |                              |            |                       |            |                            |            |                            |            |                                    |            |
| Unit Price                                                               |  | \$47.800           |            | \$85.00                      |            | \$112.19              |            | \$124.00                   |            | \$140.00                   |            | \$82.70                            |            |
| Extended Price                                                           |  |                    | 5,736.00   |                              | 10,200.00  |                       | 13,462.80  |                            | 14,880.00  |                            | 16,800.00  |                                    | 9,924.00   |
| Line 4 6" PVC, C900 DR18 Water Pipe, per specifications                  |  |                    |            |                              |            |                       |            |                            |            |                            |            |                                    |            |
| 20 lf                                                                    |  |                    |            |                              |            |                       |            |                            |            |                            |            |                                    |            |
| Unit Price                                                               |  | \$27.400           |            | \$160.00                     |            | \$32.45               |            | \$45.00                    |            | \$50.00                    |            | \$21.80                            |            |
| Extended Price                                                           |  |                    | 548.00     |                              | 3,200.00   |                       | 649.00     |                            | 900.00     |                            | 1,000.00   |                                    | 436.00     |
| Line 5 6" PVC, C900 DR18 Restrained Joint Water Pipe, per specifications |  |                    |            |                              |            |                       |            |                            |            |                            |            |                                    |            |
| 100 lf                                                                   |  |                    |            |                              |            |                       |            |                            |            |                            |            |                                    |            |
| Unit Price                                                               |  | \$36.100           |            | \$23.00                      |            | \$45.42               |            | \$47.00                    |            | \$50.00                    |            | \$18.00                            |            |
| Extended Price                                                           |  |                    | 3,610.00   |                              | 2,300.00   |                       | 4,542.00   |                            | 4,700.00   |                            | 5,000.00   |                                    | 1,800.00   |

| To be awarded as one lot                                                   | J & H Services Inc | Amarillo Utility Contractors | Williams Ditching LLC | Condie Construction Co Inc | Spiess Construction Co Inc | L A Fuller & Sons Construction LTD |
|----------------------------------------------------------------------------|--------------------|------------------------------|-----------------------|----------------------------|----------------------------|------------------------------------|
| Line 6 6" PVC, C900 DR14 Water Pipe, per specifications                    |                    |                              |                       |                            |                            |                                    |
| 50 If                                                                      |                    |                              |                       |                            |                            |                                    |
| Unit Price                                                                 | \$28.600           | \$63.00                      | \$28.96               | \$50.00                    | \$140.00                   | \$30.60                            |
| Extended Price                                                             | 1,430.00           | 3,150.00                     | 1,448.00              | 2,500.00                   | 7,000.00                   | 1,530.00                           |
| Line 7 8" PVC, C900 DR18 Water Pipe, per specifications                    |                    |                              |                       |                            |                            |                                    |
| 1,260 If                                                                   |                    |                              |                       |                            |                            |                                    |
| Unit Price                                                                 | \$31.600           | \$29.00                      | \$34.49               | \$27.00                    | \$30.00                    | \$34.60                            |
| Extended Price                                                             | 39,816.00          | 36,540.00                    | 43,457.40             | 34,020.00                  | 37,800.00                  | 43,596.00                          |
| Line 8 8" PVC, C900 DR18 Restrained Joint Water Pipe, per specifications   |                    |                              |                       |                            |                            |                                    |
| 1,150 If                                                                   |                    |                              |                       |                            |                            |                                    |
| Unit Price                                                                 | \$41.750           | \$27.00                      | \$43.09               | \$39.00                    | \$40.00                    | \$27.00                            |
| Extended Price                                                             | 48,012.50          | 31,050.00                    | 49,553.50             | 44,850.00                  | 46,000.00                  | 31,050.00                          |
| Line 9 12" PVC, C900 DR18 Water Pipe, per specifications                   |                    |                              |                       |                            |                            |                                    |
| 370 If                                                                     |                    |                              |                       |                            |                            |                                    |
| Unit Price                                                                 | \$44.300           | \$54.00                      | \$53.78               | \$41.00                    | \$50.00                    | \$65.20                            |
| Extended Price                                                             | 16,391.00          | 19,980.00                    | 19,898.60             | 15,170.00                  | 18,500.00                  | 24,124.00                          |
| Line 10 12" PVC, C900 DR18 Restrained Joint Water Pipe, per specifications |                    |                              |                       |                            |                            |                                    |
| 560 If                                                                     |                    |                              |                       |                            |                            |                                    |
| Unit Price                                                                 | \$66.400           | \$57.00                      | \$78.01               | \$66.00                    | \$65.00                    | \$51.20                            |
| Extended Price                                                             | 37,184.00          | 31,920.00                    | 43,685.60             | 36,960.00                  | 36,400.00                  | 28,672.00                          |
| Line 11 16" PVC, C900 DR25 Water Pipe, per specifications                  |                    |                              |                       |                            |                            |                                    |
| 4,840 If                                                                   |                    |                              |                       |                            |                            |                                    |
| Unit Price                                                                 | \$54.000           | \$53.00                      | \$54.61               | \$49.00                    | \$60.00                    | \$81.40                            |
| Extended Price                                                             | 261,360.00         | 256,520.00                   | 264,312.40            | 237,160.00                 | 290,400.00                 | 393,976.00                         |

| To be awarded as one lot                                                   | J & H Services Inc | Amarillo Utility Contractors | Williams Ditching LLC | Condie Construction Co Inc | Spiess Construction Co Inc | L A Fuller & Sons Construction LTD |
|----------------------------------------------------------------------------|--------------------|------------------------------|-----------------------|----------------------------|----------------------------|------------------------------------|
| Line 12 16" PVC, C900 DR25 Restrained Joint Water Pipe, per specifications |                    |                              |                       |                            |                            |                                    |
| 660 If                                                                     |                    |                              |                       |                            |                            |                                    |
| Unit Price                                                                 | \$110.000          | \$85.00                      | \$81.23               | \$79.00                    | \$80.00                    | \$68.40                            |
| Extended Price                                                             | 72,600.00          | 56,100.00                    | 53,611.80             | 52,140.00                  | 52,800.00                  | 45,144.00                          |
| Line 13 20" PVC, C900 DR25 Water Pipe, per specifications                  |                    |                              |                       |                            |                            |                                    |
| 20 If                                                                      |                    |                              |                       |                            |                            |                                    |
| Unit Price                                                                 | \$71.500           | \$55.00                      | \$120.45              | \$295.00                   | \$100.00                   | \$124.20                           |
| Extended Price                                                             | 1,430.00           | 1,100.00                     | 2,409.00              | 5,900.00                   | 2,000.00                   | 2,484.00                           |
| Line 14 24" PVC, C900 DR25 Restrained Joint Water Pipe, per specifications |                    |                              |                       |                            |                            |                                    |
| 650 If                                                                     |                    |                              |                       |                            |                            |                                    |
| Unit Price                                                                 | \$175.000          | \$120.00                     | \$137.74              | \$146.00                   | \$120.00                   | \$138.60                           |
| Extended Price                                                             | 113,750.00         | 78,000.00                    | 89,531.00             | 94,900.00                  | 78,000.00                  | 90,090.00                          |
| Line 15 6" Gate Valve and Box, per specifications                          |                    |                              |                       |                            |                            |                                    |
| 7 ea                                                                       |                    |                              |                       |                            |                            |                                    |
| Unit Price                                                                 | \$1,295.000        | \$1,160.00                   | \$1,341.29            | \$950.00                   | \$1,000.00                 | \$1,378.00                         |
| Extended Price                                                             | 9,065.00           | 8,120.00                     | 9,389.03              | 6,650.00                   | 7,000.00                   | 9,646.00                           |
| Line 16 8" Gate Valve and Box, per specifications                          |                    |                              |                       |                            |                            |                                    |
| 4 ea                                                                       |                    |                              |                       |                            |                            |                                    |
| Unit Price                                                                 | \$1,810.000        | \$1,500.00                   | \$1,933.50            | \$1,350.00                 | \$1,500.00                 | \$1,792.00                         |
| Extended Price                                                             | 7,240.00           | 6,000.00                     | 7,734.00              | 5,400.00                   | 6,000.00                   | 7,168.00                           |
| Line 17 10" Gate Valve and Box, per specifications                         |                    |                              |                       |                            |                            |                                    |
| 1 ea                                                                       |                    |                              |                       |                            |                            |                                    |
| Unit Price                                                                 | \$3,323.000        | \$2,400.00                   | \$2,871.00            | \$1,950.00                 | \$2,500.00                 | \$2,510.00                         |
| Extended Price                                                             | 3,323.00           | 2,400.00                     | 2,871.00              | 1,950.00                   | 2,500.00                   | 2,510.00                           |

| To be awarded as one lot                                             | J & H Services Inc | Amarillo Utility Contractors | Williams Ditching LLC | Condie Construction Co Inc | Spiess Construction Co Inc | L A Fuller & Sons Construction LTD |
|----------------------------------------------------------------------|--------------------|------------------------------|-----------------------|----------------------------|----------------------------|------------------------------------|
| Line 36 Water Service 8772 S Coulter St, per specifications          |                    |                              |                       |                            |                            |                                    |
| 1 Is                                                                 |                    |                              |                       |                            |                            |                                    |
| Unit Price                                                           | \$7,100.000        | \$20,000.00                  | \$13,976.00           | \$32,000.00                | \$12,000.00                | \$21,338.00                        |
| Extended Price                                                       | 7,100.00           | 20,000.00                    | 13,976.00             | 32,000.00                  | 12,000.00                  | 21,338.00                          |
| Line 37 Water Service 6701 Hollywood Rd, per specifications          |                    |                              |                       |                            |                            |                                    |
| 1 Is                                                                 |                    |                              |                       |                            |                            |                                    |
| Unit Price                                                           | \$3,075.000        | \$2,000.00                   | \$13,976.00           | \$4,550.00                 | \$6,000.00                 | \$2,110.00                         |
| Extended Price                                                       | 3,075.00           | 2,000.00                     | 13,976.00             | 4,550.00                   | 6,000.00                   | 2,110.00                           |
| Line 38 8" PVC, C900 DR25 Restrained Joint Sewer, per specifications |                    |                              |                       |                            |                            |                                    |
| 190 If                                                               |                    |                              |                       |                            |                            |                                    |
| Unit Price                                                           | \$37.400           | \$40.00                      | \$66.22               | \$63.00                    | \$45.00                    | \$29.30                            |
| Extended Price                                                       | 7,106.00           | 7,600.00                     | 12,581.80             | 11,970.00                  | 8,550.00                   | 5,567.00                           |
| Line 39 8" PVC, C900 DR25 Sewer Pipe 0'-14' Cut, per specifications  |                    |                              |                       |                            |                            |                                    |
| 197 If                                                               |                    |                              |                       |                            |                            |                                    |
| Unit Price                                                           | \$44.600           | \$46.00                      | \$50.60               | \$43.00                    | \$65.00                    | \$41.00                            |
| Extended Price                                                       | 8,786.20           | 9,062.00                     | 9,968.20              | 8,471.00                   | 12,805.00                  | 8,077.00                           |
| Line 40 8" PVC, C900 DR25 Sewer Pipe 14'-16' Cut, per specifications |                    |                              |                       |                            |                            |                                    |
| 673 If                                                               |                    |                              |                       |                            |                            |                                    |
| Unit Price                                                           | \$52.750           | \$48.00                      | \$47.09               | \$46.00                    | \$100.00                   | \$44.70                            |
| Extended Price                                                       | 35,500.75          | 32,304.00                    | 31,691.57             | 30,958.00                  | 67,300.00                  | 30,083.10                          |
| Line 41 8" PVC, C900 DR25 Sewer Pipe 16'-18' Cut, per specifications |                    |                              |                       |                            |                            |                                    |
| 147 If                                                               |                    |                              |                       |                            |                            |                                    |
| Unit Price                                                           | \$57.300           | \$53.00                      | \$49.53               | \$55.00                    | \$150.00                   | \$52.10                            |
| Extended Price                                                       | 8,423.10           | 7,791.00                     | 7,280.91              | 8,085.00                   | 22,050.00                  | 7,658.70                           |

| To be awarded as one lot                                                             | J & H Services Inc | Amarillo Utility Contractors | Williams Ditching LLC | Condie Construction Co Inc | Spiess Construction Co Inc | L A Fuller & Sons Construction LTD |
|--------------------------------------------------------------------------------------|--------------------|------------------------------|-----------------------|----------------------------|----------------------------|------------------------------------|
| Line 42 8" PVC, C900 DR25 Sewer Pipe<br>18'-20' Cut, per specifications<br>47 If     |                    |                              |                       |                            |                            |                                    |
| Unit Price                                                                           | \$66.400           |                              | \$60.00               | \$53.62                    | \$61.00                    | \$180.00                           |
| Extended Price                                                                       |                    | 3,120.80                     | 2,820.00              | 2,520.14                   | 2,867.00                   | 8,460.00                           |
|                                                                                      |                    |                              |                       |                            |                            | 3,130.20                           |
| Line 43 8" PVC, C900 DR25 Sewer Pipe<br>20'-22' Cut, per specifications<br>42 If     |                    |                              |                       |                            |                            |                                    |
| Unit Price                                                                           | \$93.600           |                              | \$69.00               | \$54.81                    | \$69.00                    | \$220.00                           |
| Extended Price                                                                       |                    | 3,931.20                     | 2,898.00              | 2,302.02                   | 2,898.00                   | 9,240.00                           |
|                                                                                      |                    |                              |                       |                            |                            | 3,284.40                           |
| Line 44 12" PVC, C900 DR25 Sewer Pipe<br>0'-24' Cut, per specifications<br>20 If     |                    |                              |                       |                            |                            |                                    |
| Unit Price                                                                           | \$93.100           |                              | \$121.00              | \$62.85                    | \$105.00                   | \$300.00                           |
| Extended Price                                                                       |                    | 1,862.00                     | 2,420.00              | 1,257.00                   | 2,100.00                   | 6,000.00                           |
|                                                                                      |                    |                              |                       |                            |                            | 1,505.00                           |
| Line 45 14" PVC, C900 DR25 Sewer Pipe<br>0'-18' Cut, per specifications<br>408 If    |                    |                              |                       |                            |                            |                                    |
| Unit Price                                                                           | \$78.600           |                              | \$68.00               | \$70.01                    | \$73.00                    | \$300.00                           |
| Extended Price                                                                       |                    | 32,068.80                    | 27,744.00             | 28,564.08                  | 29,784.00                  | 122,400.00                         |
|                                                                                      |                    |                              |                       |                            |                            | 32,313.60                          |
| Line 46 14" PVC, C900 DR25 Sewer Pipe<br>18'-20' Cut, per specifications<br>1,793 If |                    |                              |                       |                            |                            |                                    |
| Unit Price                                                                           | \$78.600           |                              | \$76.00               | \$64.89                    | \$78.00                    | \$310.00                           |
| Extended Price                                                                       |                    | 140,929.80                   | 136,268.00            | 116,347.77                 | 139,854.00                 | 555,830.00                         |
|                                                                                      |                    |                              |                       |                            |                            | 146,667.40                         |
| Line 47 14" PVC, C900 DR25 Sewer Pipe<br>20'-22' Cut, per specifications<br>302 If   |                    |                              |                       |                            |                            |                                    |
| Unit Price                                                                           | \$92.250           |                              | \$85.00               | \$72.84                    | \$86.00                    | \$320.00                           |
| Extended Price                                                                       |                    | 27,859.50                    | 25,670.00             | 21,997.68                  | 25,972.00                  | 96,640.00                          |
|                                                                                      |                    |                              |                       |                            |                            | 27,059.20                          |

| To be awarded as one lot                                                                   | J & H Services Inc | Amarillo Utility Contractors | Williams Ditching LLC | Condie Construction Co Inc | Spiess Construction Co Inc | L A Fuller & Sons Construction LTD |
|--------------------------------------------------------------------------------------------|--------------------|------------------------------|-----------------------|----------------------------|----------------------------|------------------------------------|
| Line 48 14" PVC, C900 DR25 Sewer Pipe<br>22'-24' Cut, per specifications<br>478 If         |                    |                              |                       |                            |                            |                                    |
| Unit Price                                                                                 | \$105.850          | \$90.00                      | \$72.35               | \$97.00                    | \$340.00                   | \$90.00                            |
| Extended Price                                                                             | 50,596.30          | 43,020.00                    | 34,583.30             | 46,366.00                  | 162,520.00                 | 43,020.00                          |
| Line 49 14" PVC, C900 DR25 Sewer Pipe<br>24'-26' Cut, per specifications<br>704 If         |                    |                              |                       |                            |                            |                                    |
| Unit Price                                                                                 | \$140.000          | \$96.00                      | \$73.20               | \$114.00                   | \$360.00                   | \$95.40                            |
| Extended Price                                                                             | 98,560.00          | 67,584.00                    | 51,532.80             | 80,256.00                  | 253,440.00                 | 67,161.60                          |
| Line 50 14" PVC, C900 DR25 Sewer Pipe<br>26'-28' Cut, per specifications<br>813 If         |                    |                              |                       |                            |                            |                                    |
| Unit Price                                                                                 | \$187.500          | \$110.00                     | \$73.49               | \$141.00                   | \$380.00                   | \$98.40                            |
| Extended Price                                                                             | 152,437.50         | 89,430.00                    | 59,747.37             | 114,633.00                 | 308,940.00                 | 79,999.20                          |
| Line 51 14" PVC, C900 DR25 Sewer Pipe<br>28'-30' Cut, per specifications<br>737 If         |                    |                              |                       |                            |                            |                                    |
| Unit Price                                                                                 | \$228.400          | \$150.00                     | \$59.89               | \$198.00                   | \$400.00                   | \$103.10                           |
| Extended Price                                                                             | 168,330.80         | 110,550.00                   | 44,138.93             | 145,926.00                 | 294,800.00                 | 75,984.70                          |
| Line 52 14" PVC, C900 DR25 Sewer Pipe<br>in bore or Casing, per specifications<br>1,732 If |                    |                              |                       |                            |                            |                                    |
| Unit Price                                                                                 | \$37.750           | \$80.00                      | \$138.15              | \$109.00                   | \$200.00                   | \$73.10                            |
| Extended Price                                                                             | 65,383.00          | 138,560.00                   | 239,275.80            | 188,788.00                 | 346,400.00                 | 126,609.20                         |
| Line 53 10" PVC, C900 CR18 Force Main<br>Pipe, per specifications<br>90 If                 |                    |                              |                       |                            |                            |                                    |
| Unit Price                                                                                 | \$39.000           | \$66.00                      | \$62.14               | \$51.00                    | \$80.00                    | \$72.60                            |
| Extended Price                                                                             | 3,510.00           | 5,940.00                     | 5,592.60              | 4,590.00                   | 7,200.00                   | 6,534.00                           |

| To be awarded as one lot                                                           | J & H Services Inc | Amarillo Utility Contractors | Williams Ditching LLC | Condie Construction Co Inc | Spiess Construction Co Inc | L A Fuller & Sons Construction LTD |
|------------------------------------------------------------------------------------|--------------------|------------------------------|-----------------------|----------------------------|----------------------------|------------------------------------|
| Line 54 10" PVC, C900 DR18 Restrained Jnt force Main Pipe, per specifications      |                    |                              |                       |                            |                            |                                    |
| 680 If                                                                             |                    |                              |                       |                            |                            |                                    |
| Unit Price                                                                         | \$54.000           | \$50.00                      | \$75.18               | \$60.00                    | \$100.00                   | \$37.60                            |
| Extended Price                                                                     | 36,720.00          | 34,000.00                    | 51,122.40             | 40,800.00                  | 68,000.00                  | 25,568.00                          |
| Line 55 48" Diameter Concrete Manhole, 0'-4' depth, per specifications             |                    |                              |                       |                            |                            |                                    |
| 2 ea                                                                               |                    |                              |                       |                            |                            |                                    |
| Unit Price                                                                         | \$3,155.000        | \$5,800.00                   | \$3,942.00            | \$9,550.00                 | \$7,000.00                 | \$2,449.00                         |
| Extended Price                                                                     | 6,310.00           | 11,600.00                    | 7,884.00              | 19,100.00                  | 14,000.00                  | 4,898.00                           |
| Line 56 Extra Depth in 48" Dia Manholes over 4' in depth, per specifications       |                    |                              |                       |                            |                            |                                    |
| 35 If                                                                              |                    |                              |                       |                            |                            |                                    |
| Unit Price                                                                         | \$320.000          | \$165.00                     | \$652.63              | \$465.00                   | \$100.00                   | \$141.90                           |
| Extended Price                                                                     | 11,200.00          | 5,775.00                     | 22,842.05             | 16,275.00                  | 3,500.00                   | 4,966.50                           |
| Line 57 48" Diameter Fiberglass Manhole, 0'-4' depth, per specifications           |                    |                              |                       |                            |                            |                                    |
| 7 ea                                                                               |                    |                              |                       |                            |                            |                                    |
| Unit Price                                                                         | \$3,500.000        | \$11,000.00                  | \$2,695.00            | \$5,900.00                 | \$14,000.00                | \$7,069.00                         |
| Extended Price                                                                     | 24,500.00          | 77,000.00                    | 18,865.00             | 41,300.00                  | 98,000.00                  | 49,483.00                          |
| Line 58 Extra Depth in 48" Dia fiberglass MH over 4;' in depth, per specifications |                    |                              |                       |                            |                            |                                    |
| 75 If                                                                              |                    |                              |                       |                            |                            |                                    |
| Unit Price                                                                         | \$427.000          | \$600.00                     | \$581.15              | \$764.00                   | \$100.00                   | \$342.30                           |
| Extended Price                                                                     | 32,025.00          | 45,000.00                    | 43,586.25             | 57,300.00                  | 7,500.00                   | 25,672.50                          |

| To be awarded as one lot                                                     | J & H Services Inc | Amarillo Utility Contractors | Williams Ditching LLC | Condie Construction Co Inc | Spiess Construction Co Inc | L A Fuller & Sons Construction LTD |
|------------------------------------------------------------------------------|--------------------|------------------------------|-----------------------|----------------------------|----------------------------|------------------------------------|
| Line 59 60" Diameter Fiberglass Manhole, 0'-4' depth, per specifications     |                    |                              |                       |                            |                            |                                    |
| 28 ea                                                                        |                    |                              |                       |                            |                            |                                    |
| Unit Price                                                                   | \$5,490.000        | \$16,000.00                  | \$3,269.75            | \$14,000.00                | \$20,000.00                | \$39,134.00                        |
| Extended Price                                                               | 153,720.00         | 448,000.00                   | 91,553.00             | 392,000.00                 | 560,000.00                 | 1,095,752.00                       |
| Line 60 Extra Depth in 60" Dia Manholes over 4' in depth, per specifications |                    |                              |                       |                            |                            |                                    |
| 529 lf                                                                       |                    |                              |                       |                            |                            |                                    |
| Unit Price                                                                   | \$655.000          | \$750.00                     | \$612.87              | \$960.00                   | \$100.00                   | \$631.80                           |
| Extended Price                                                               | 346,495.00         | 396,750.00                   | 324,208.23            | 507,840.00                 | 52,900.00                  | 334,222.20                         |
| Line 61 8" Drop Assembly, per specifications                                 |                    |                              |                       |                            |                            |                                    |
| 2 ea                                                                         |                    |                              |                       |                            |                            |                                    |
| Unit Price                                                                   | \$2,430.000        | \$2,500.00                   | \$730.00              | \$935.00                   | \$3,000.00                 | \$891.00                           |
| Extended Price                                                               | 4,860.00           | 5,000.00                     | 1,460.00              | 1,870.00                   | 6,000.00                   | 1,782.00                           |
| Line 62 12" Drop Assembly per specifications                                 |                    |                              |                       |                            |                            |                                    |
| 1 ea                                                                         |                    |                              |                       |                            |                            |                                    |
| Unit Price                                                                   | \$3,075.000        | \$2,800.00                   | \$1,356.00            | \$1,530.00                 | \$3,000.00                 | \$1,378.00                         |
| Extended Price                                                               | 3,075.00           | 2,800.00                     | 1,356.00              | 1,530.00                   | 3,000.00                   | 1,378.00                           |
| Line 63 Air Release Valve Assembly, per specifications                       |                    |                              |                       |                            |                            |                                    |
| 2 ea                                                                         |                    |                              |                       |                            |                            |                                    |
| Unit Price                                                                   | \$7,300.000        | \$11,000.00                  | \$48,913.55           | \$8,800.00                 | \$6,000.00                 | \$9,739.00                         |
| Extended Price                                                               | 14,600.00          | 22,000.00                    | 97,827.10             | 17,600.00                  | 12,000.00                  | 19,478.00                          |
| Line 64 Bypass Line A, per specifications                                    |                    |                              |                       |                            |                            |                                    |
| 1 ls                                                                         |                    |                              |                       |                            |                            |                                    |
| Unit Price                                                                   | \$20,000.000       | \$18,000.00                  | \$16,940.00           | \$40,000.00                | \$10,000.00                | \$23,965.00                        |
| Extended Price                                                               | 20,000.00          | 18,000.00                    | 16,940.00             | 40,000.00                  | 10,000.00                  | 23,965.00                          |

| To be awarded as one lot                                    | J & H Services Inc | Amarillo Utility Contractors | Williams Ditching LLC | Condie Construction Co Inc | Spiess Construction Co Inc | L A Fuller & Sons Construction LTD |
|-------------------------------------------------------------|--------------------|------------------------------|-----------------------|----------------------------|----------------------------|------------------------------------|
| Line 65 Bypass Line B, per specifications                   |                    |                              |                       |                            |                            |                                    |
| 1 ls                                                        |                    |                              |                       |                            |                            |                                    |
| Unit Price                                                  | \$20,000.000       | \$18,000.00                  | \$16,940.00           | \$20,000.00                | \$10,000.00                | \$22,759.00                        |
| Extended Price                                              | 20,000.00          | 18,000.00                    | 16,940.00             | 20,000.00                  | 10,000.00                  | 22,759.00                          |
| Line 66 Bypass Line D, per specifications                   |                    |                              |                       |                            |                            |                                    |
| 1 ls                                                        |                    |                              |                       |                            |                            |                                    |
| Unit Price                                                  | \$20,000.000       | \$19,000.00                  | \$16,940.00           | \$40,000.00                | \$10,000.00                | \$40,858.00                        |
| Extended Price                                              | 20,000.00          | 19,000.00                    | 16,940.00             | 40,000.00                  | 10,000.00                  | 40,858.00                          |
| Line 67 Bypass Line F, per specifications                   |                    |                              |                       |                            |                            |                                    |
| 1 ls                                                        |                    |                              |                       |                            |                            |                                    |
| Unit Price                                                  | \$20,000.000       | \$19,000.00                  | \$16,940.00           | \$30,000.00                | \$10,000.00                | \$25,608.00                        |
| Extended Price                                              | 20,000.00          | 19,000.00                    | 16,940.00             | 30,000.00                  | 10,000.00                  | 25,608.00                          |
| Line 68 Sewer Service 8772 S Coulter St, per specifications |                    |                              |                       |                            |                            |                                    |
| 1 ls                                                        |                    |                              |                       |                            |                            |                                    |
| Unit Price                                                  | \$4,000.000        | \$4,700.00                   | \$10,140.00           | \$18,500.00                | \$5,000.00                 | \$2,491.00                         |
| Extended Price                                              | 4,000.00           | 4,700.00                     | 10,140.00             | 18,500.00                  | 5,000.00                   | 2,491.00                           |
| Line 69 Sewer Service 6701 Hollywood Rd, per specifications |                    |                              |                       |                            |                            |                                    |
| 1 ls                                                        |                    |                              |                       |                            |                            |                                    |
| Unit Price                                                  | \$4,000.000        | \$3,500.00                   | \$10,140.00           | \$10,000.00                | \$5,000.00                 | \$1,470.00                         |
| Extended Price                                              | 4,000.00           | 3,500.00                     | 10,140.00             | 10,000.00                  | 5,000.00                   | 1,470.00                           |
| Line 70 14" Steel Casing (WT 0.250"), per specifications    |                    |                              |                       |                            |                            |                                    |
| 166 lf                                                      |                    |                              |                       |                            |                            |                                    |
| Unit Price                                                  | \$36.900           | \$46.00                      | \$19.07               | \$33.00                    | \$40.00                    | \$73.20                            |
| Extended Price                                              | 6,125.40           | 7,636.00                     | 3,165.62              | 5,478.00                   | 6,640.00                   | 12,151.20                          |

| To be awarded as one lot                                           | J & H Services Inc | Amarillo Utility Contractors | Williams Ditching LLC | Condie Construction Co Inc | Spiess Construction Co Inc | L A Fuller & Sons Construction LTD |
|--------------------------------------------------------------------|--------------------|------------------------------|-----------------------|----------------------------|----------------------------|------------------------------------|
| Line 71 18" Steel Casing (WT 0.25"), per specifications            |                    |                              |                       |                            |                            |                                    |
| 628 If                                                             |                    |                              |                       |                            |                            |                                    |
| Unit Price                                                         | \$60.150           | \$68.00                      | \$37.51               | \$57.00                    | \$45.00                    | \$76.40                            |
| Extended Price                                                     | 37,774.20          | 42,704.00                    | 23,556.28             | 35,796.00                  | 28,260.00                  | 47,979.20                          |
| Line 72 20" Steel Casing (WT 0.25"), per specifications            |                    |                              |                       |                            |                            |                                    |
| 188 If                                                             |                    |                              |                       |                            |                            |                                    |
| Unit Price                                                         | \$61.600           | \$70.00                      | \$29.04               | \$65.00                    | \$50.00                    | \$81.70                            |
| Extended Price                                                     | 11,580.80          | 13,160.00                    | 5,459.52              | 12,220.00                  | 9,400.00                   | 15,359.60                          |
| Line 73 20" Steel Casing (WT 0.375") thru Bore, per specifications |                    |                              |                       |                            |                            |                                    |
| 272 If                                                             |                    |                              |                       |                            |                            |                                    |
| Unit Price                                                         | \$61.600           | \$85.00                      | \$32.67               | \$76.00                    | \$55.00                    | \$88.70                            |
| Extended Price                                                     | 16,755.20          | 23,120.00                    | 8,886.24              | 20,672.00                  | 14,960.00                  | 24,126.40                          |
| Line 74 24" Steel Casing (WT 0.25"), per specifications            |                    |                              |                       |                            |                            |                                    |
| 413 If                                                             |                    |                              |                       |                            |                            |                                    |
| Unit Price                                                         | \$69.500           | \$86.00                      | \$35.30               | \$75.00                    | \$60.00                    | \$88.90                            |
| Extended Price                                                     | 28,703.50          | 35,518.00                    | 14,578.90             | 30,975.00                  | 24,780.00                  | 36,715.70                          |
| Line 75 24" Steel Casing (WT 0.375") thru bore, per specifications |                    |                              |                       |                            |                            |                                    |
| 586 If                                                             |                    |                              |                       |                            |                            |                                    |
| Unit Price                                                         | \$69.500           | \$99.00                      | \$39.33               | \$88.00                    | \$65.00                    | \$141.10                           |
| Extended Price                                                     | 40,727.00          | 58,014.00                    | 23,047.38             | 51,568.00                  | 38,090.00                  | 82,684.60                          |
| Line 76 24" Steel Casing (WT 0.500") thru bore, per specifications |                    |                              |                       |                            |                            |                                    |
| 800 If                                                             |                    |                              |                       |                            |                            |                                    |
| Unit Price                                                         | \$69.500           | \$87.00                      | \$62.62               | \$125.00                   | \$70.00                    | \$173.50                           |
| Extended Price                                                     | 55,600.00          | 69,600.00                    | 50,096.00             | 100,000.00                 | 56,000.00                  | 138,800.00                         |

| To be awarded as one lot                                             | J & H Services Inc | Amarillo Utility Contractors | Williams Ditching LLC | Condie Construction Co Inc | Spiess Construction Co Inc | L A Fuller & Sons Construction LTD |
|----------------------------------------------------------------------|--------------------|------------------------------|-----------------------|----------------------------|----------------------------|------------------------------------|
| Line 77 36" Steel Casing (WT 0.500"),<br>per specifications          |                    |                              |                       |                            |                            |                                    |
| 425 If                                                               |                    |                              |                       |                            |                            |                                    |
| Unit Price                                                           | \$182.000          | \$160.00                     | \$98.01               | \$158.00                   | \$100.00                   | \$189.60                           |
| Extended Price                                                       | 77,350.00          | 68,000.00                    | 41,654.25             | 67,150.00                  | 42,500.00                  | 80,580.00                          |
| Line 78 20" Steel Casing (WT 0.375")<br>open cut, per specifications |                    |                              |                       |                            |                            |                                    |
| 62 If                                                                |                    |                              |                       |                            |                            |                                    |
| Unit Price                                                           | \$61.600           | \$80.00                      | \$32.66               | \$127.00                   | \$65.00                    | \$123.70                           |
| Extended Price                                                       | 3,819.20           | 4,960.00                     | 2,024.92              | 7,874.00                   | 4,030.00                   | 7,669.40                           |
| Line 79 24" Steel Casing (WT 0.375")<br>open cut, per specifications |                    |                              |                       |                            |                            |                                    |
| 249 If                                                               |                    |                              |                       |                            |                            |                                    |
| Unit Price                                                           | \$69.500           | \$71.00                      | \$39.33               | \$161.00                   | \$70.00                    | \$137.50                           |
| Extended Price                                                       | 17,305.50          | 17,679.00                    | 9,793.17              | 40,089.00                  | 17,430.00                  | 34,237.50                          |
| Line 80 24" Steel Casing (WT 0.500")<br>open cut, per specifications |                    |                              |                       |                            |                            |                                    |
| 148 If                                                               |                    |                              |                       |                            |                            |                                    |
| Unit Price                                                           | \$69.500           | \$87.00                      | \$62.62               | \$172.00                   | \$150.00                   | \$187.20                           |
| Extended Price                                                       | 10,286.00          | 12,876.00                    | 9,267.76              | 25,456.00                  | 22,200.00                  | 27,705.60                          |
| Line 81 Bore for 6" Nominal Diameter<br>Pipe, per specifications     |                    |                              |                       |                            |                            |                                    |
| 92 If                                                                |                    |                              |                       |                            |                            |                                    |
| Unit Price                                                           | \$130.000          | \$49.00                      | \$50.82               | \$52.00                    | \$100.00                   | \$153.40                           |
| Extended Price                                                       | 11,960.00          | 4,508.00                     | 4,675.44              | 4,784.00                   | 9,200.00                   | 14,112.80                          |
| Line 82 Bore for 8" Nominal Diameter<br>Pipe, per specifications     |                    |                              |                       |                            |                            |                                    |
| 1,067 If                                                             |                    |                              |                       |                            |                            |                                    |
| Unit Price                                                           | \$130.000          | \$35.00                      | \$67.76               | \$55.00                    | \$100.00                   | \$92.90                            |
| Extended Price                                                       | 138,710.00         | 37,345.00                    | 72,299.92             | 58,685.00                  | 106,700.00                 | 99,124.30                          |

| To be awarded as one lot                                                          | J & H Services Inc | Amarillo Utility Contractors | Williams Ditching LLC | Condie Construction Co Inc | Spieess Construction Co Inc | L A Fuller & Sons Construction LTD |
|-----------------------------------------------------------------------------------|--------------------|------------------------------|-----------------------|----------------------------|-----------------------------|------------------------------------|
| Line 83 Bore for 14" Nominal Diameter<br>Pipe, per specifications<br>166 If       |                    |                              |                       |                            |                             |                                    |
| Unit Price                                                                        | \$270.000          | \$90.00                      | \$18.45               | \$72.00                    | \$300.00                    | \$189.40                           |
| Extended Price                                                                    | 44,820.00          | 14,940.00                    | 3,062.70              | 11,952.00                  | 49,800.00                   | 31,440.40                          |
| Line 84 Bore for 16" Nominal Diameter<br>Pipe, per specifications<br>100 If       |                    |                              |                       |                            |                             |                                    |
| Unit Price                                                                        | \$300.000          | \$70.00                      | \$135.52              | \$87.00                    | \$300.00                    | \$243.70                           |
| Extended Price                                                                    | 30,000.00          | 7,000.00                     | 13,552.00             | 8,700.00                   | 30,000.00                   | 24,370.00                          |
| Line 85 Bore for 18" Nominal Diameter<br>Pipe, per specifications<br>628 If       |                    |                              |                       |                            |                             |                                    |
| Unit Price                                                                        | \$230.000          | \$50.00                      | \$152.46              | \$156.00                   | \$300.00                    | \$192.70                           |
| Extended Price                                                                    | 144,440.00         | 31,400.00                    | 95,744.88             | 97,968.00                  | 188,400.00                  | 121,015.60                         |
| Line 86 Bore for 20" Nominal Diameter<br>Pipe, per specifications<br>460 If       |                    |                              |                       |                            |                             |                                    |
| Unit Price                                                                        | \$255.000          | \$50.00                      | \$169.40              | \$255.00                   | \$600.00                    | \$222.10                           |
| Extended Price                                                                    | 117,300.00         | 23,000.00                    | 77,924.00             | 117,300.00                 | 276,000.00                  | 102,166.00                         |
| Line 87 Bore for 24" Nominal Diameter<br>Pipe, per specifications<br>573 If       |                    |                              |                       |                            |                             |                                    |
| Unit Price                                                                        | \$260.000          | \$147.00                     | \$203.28              | \$300.00                   | \$675.00                    | \$265.00                           |
| Extended Price                                                                    | 148,980.00         | 84,231.00                    | 116,479.44            | 171,900.00                 | 386,775.00                  | 151,845.00                         |
| Line 88 Dry Bore for 24" Nominal<br>Diameter Pipe, per specifications<br>1,286 If |                    |                              |                       |                            |                             |                                    |
| Unit Price                                                                        | \$250.000          | \$253.00                     | \$1,145.53            | \$373.00                   | \$675.00                    | \$400.70                           |
| Extended Price                                                                    | 321,500.00         | 325,358.00                   | 1,473,151.58          | 479,678.00                 | 868,050.00                  | 515,300.20                         |

| To be awarded as one lot                                       | J & H Services Inc | Amarillo Utility Contractors | Williams Ditching LLC | Condie Construction Co Inc | Spieess Construction Co Inc | L A Fuller & Sons Construction LTD |
|----------------------------------------------------------------|--------------------|------------------------------|-----------------------|----------------------------|-----------------------------|------------------------------------|
| Line 89 Bore for 36" Nominal Diameter Pipe, per specifications |                    |                              |                       |                            |                             |                                    |
| 425 lf                                                         |                    |                              |                       |                            |                             |                                    |
| Unit Price                                                     | \$275.000          | \$300.00                     | \$102.20              | \$473.00                   | \$700.00                    | \$384.80                           |
| Extended Price                                                 |                    | 116,875.00                   | 127,500.00            | 43,435.00                  | 201,025.00                  | 297,500.00                         |
|                                                                |                    |                              |                       |                            |                             | 163,540.00                         |
| Line 90 Line Marker, per specifications                        |                    |                              |                       |                            |                             |                                    |
| 22 ea                                                          |                    |                              |                       |                            |                             |                                    |
| Unit Price                                                     | \$23.500           | \$70.00                      | \$605.00              | \$50.00                    | \$50.00                     | \$74.90                            |
| Extended Price                                                 |                    | 517.00                       | 1,540.00              | 13,310.00                  | 1,100.00                    | 1,100.00                           |
|                                                                |                    |                              |                       |                            |                             | 1,647.80                           |
| Line 91 Hot Mix Asphalt Pavement Repair, per specifications    |                    |                              |                       |                            |                             |                                    |
| 820 sy                                                         |                    |                              |                       |                            |                             |                                    |
| Unit Price                                                     | \$47.000           | \$100.00                     | \$73.24               | \$67.50                    | \$25.00                     | \$126.70                           |
| Extended Price                                                 |                    | 38,540.00                    | 82,000.00             | 60,056.80                  | 55,350.00                   | 20,500.00                          |
|                                                                |                    |                              |                       |                            |                             | 103,894.00                         |
| Line 92 Concrete Pavement Repair, per specifications           |                    |                              |                       |                            |                             |                                    |
| 2,700 sf                                                       |                    |                              |                       |                            |                             |                                    |
| Unit Price                                                     | \$10.000           | \$10.00                      | \$4.43                | \$12.50                    | \$10.00                     | \$12.30                            |
| Extended Price                                                 |                    | 27,000.00                    | 27,000.00             | 11,961.00                  | 33,750.00                   | 27,000.00                          |
|                                                                |                    |                              |                       |                            |                             | 33,210.00                          |
| Line 93 Abandonment of Water Distribution, per specifications  |                    |                              |                       |                            |                             |                                    |
| 1 ls                                                           |                    |                              |                       |                            |                             |                                    |
| Unit Price                                                     | \$50,000.000       | \$113,000.00                 | \$39,247.00           | \$155,000.00               | \$20,000.00                 | \$67,338.00                        |
| Extended Price                                                 |                    | 50,000.00                    | 113,000.00            | 39,247.00                  | 155,000.00                  | 20,000.00                          |
|                                                                |                    |                              |                       |                            |                             | 67,338.00                          |
| Line 94 Abandoned on Sanitary Sewers, per specifications       |                    |                              |                       |                            |                             |                                    |
| 1 ls                                                           |                    |                              |                       |                            |                             |                                    |
| Unit Price                                                     | \$50,000.000       | \$160,000.00                 | \$46,325.00           | \$150,000.00               | \$20,000.00                 | \$24,351.00                        |
| Extended Price                                                 |                    | 50,000.00                    | 160,000.00            | 46,325.00                  | 150,000.00                  | 20,000.00                          |
|                                                                |                    |                              |                       |                            |                             | 24,351.00                          |

| To be awarded as one lot | J & H Services Inc | Amarillo Utility Contractors | Williams Ditching LLC | Condie Construction Co Inc | Spiess Construction Co Inc | L A Fuller & Sons Construction LTD |
|--------------------------|--------------------|------------------------------|-----------------------|----------------------------|----------------------------|------------------------------------|
|--------------------------|--------------------|------------------------------|-----------------------|----------------------------|----------------------------|------------------------------------|

|                                           |           |           |           |           |           |            |
|-------------------------------------------|-----------|-----------|-----------|-----------|-----------|------------|
| Line 95 Trench Safety, per specifications |           |           |           |           |           |            |
| 14,206 If                                 |           |           |           |           |           |            |
| Unit Price                                | \$4.000   | \$1.00    | \$1.13    | \$1.00    | \$1.00    | \$8.40     |
| Extended Price                            | 56,824.00 | 14,206.00 | 16,052.78 | 14,206.00 | 14,206.00 | 119,330.40 |

|                                             |              |             |             |             |             |             |
|---------------------------------------------|--------------|-------------|-------------|-------------|-------------|-------------|
| Line 96 Erosion controls per specifications |              |             |             |             |             |             |
| 1 ls                                        |              |             |             |             |             |             |
| Unit Price                                  | \$40,000.000 | \$20,000.00 | \$20,570.00 | \$62,000.00 | \$10,000.00 | \$28,196.00 |
| Extended Price                              | 40,000.00    | 20,000.00   | 20,570.00   | 62,000.00   | 10,000.00   | 28,196.00   |

|                                              |              |             |              |             |             |              |
|----------------------------------------------|--------------|-------------|--------------|-------------|-------------|--------------|
| Line 97 Traffic Controls, per specifications |              |             |              |             |             |              |
| 1 ls                                         |              |             |              |             |             |              |
| Unit Price                                   | \$50,000.000 | \$50,000.00 | \$194,239.00 | \$60,500.00 | \$20,000.00 | \$112,369.00 |
| Extended Price                               | 50,000.00    | 50,000.00   | 194,239.00   | 60,500.00   | 20,000.00   | 112,369.00   |

|           |              |              |              |              |              |              |
|-----------|--------------|--------------|--------------|--------------|--------------|--------------|
| Bid Total | 4,486,616.55 | 4,504,294.00 | 5,271,900.87 | 5,498,899.00 | 6,991,946.00 | 7,160,513.00 |
|-----------|--------------|--------------|--------------|--------------|--------------|--------------|

NOT A RESPONSIBLE BIDDER

|                 |              |
|-----------------|--------------|
| Award to vendor | 4,504,294.00 |
| Change Order 1  | 12,000.00    |
| Change Order 2  | 99,898.00    |
| Change Order 3  | 164,940.00   |
| Change Order 4  | 11,840.00    |
| Change Order 5  | 15,100.00    |
| Revised Total   | 4,808,072.00 |



# Amarillo City Council

## Agenda Transmittal Memo



|                     |                                               |                         |                                                                  |
|---------------------|-----------------------------------------------|-------------------------|------------------------------------------------------------------|
| <b>Meeting Date</b> | 01/15/2019                                    | <b>Council Priority</b> | Infrastructure Initiative /<br>Best Practices / Customer Service |
| <b>Department</b>   | Public Works - Fleet Services Division        |                         |                                                                  |
| <b>Contact</b>      | Glenn Lavender, Fleet Services Superintendent |                         |                                                                  |

### Agenda Caption

Lease – Landfill Scraper:

Awarded using Buy Board Contract #515-16 to:

Warren Cat /Caterpillar Financial

**\$16,287.40 per month**

Total Award based on 60 month lease

**\$977,244.00**

### Agenda Item Summary

Scheduled replacement of unit 7568, 2012 Cat Landfill Scraper. New equipment will be leased for a sixty (60) month period with full service factory recommended service and all repairs under normal usage, including full machine 5yr - 10,000 hour warranty. Lease does not include fuel. Equipment will be used at City of Amarillo Landfill for daily operational requirements under TCEQ permits

### Requested Action

Approval

### Funding Summary

Fleet Services Equipment Fund , account 61120.69220 request total award \$977,244.00

Funding through departmental rental account 61120.34910. Fund revenue per year \$8,167,000

### Community Engagement Summary

Recommended vendor is a local company.

### Staff Recommendation

City Staff recommends approval.

Bid No. 6311 LANDFILL SCRAPER  
Opened 4:00 p.m. December 17, 2018

|                                                   |              |                                       |
|---------------------------------------------------|--------------|---------------------------------------|
| To be awarded as one lot                          |              | WARREN CAT / CATERPILLAR<br>FINANCIAL |
| Line 1 Earth Moving Equipment, per specifications |              |                                       |
| 60 ea                                             |              |                                       |
| Unit Price                                        | \$16,287.400 |                                       |
| Extended Price                                    |              | 977,244.00                            |
| Bid Total                                         |              | 977,244.00                            |
| Award by Vendor                                   |              | 977,244.00                            |

# Amarillo City Council

## Agenda Transmittal Memo



|              |                  |                  |                       |
|--------------|------------------|------------------|-----------------------|
| Meeting Date | January 15, 2019 | Council Priority | Fiscal Responsibility |
| Department   | Various          |                  |                       |
| Contact      | Trent Davis      |                  |                       |

**Agenda Caption**

Award the Plumbing and Mechanical Supplies Annual Contract to Morrison Supply Company in an amount not to Exceed \$750,000.

Plumbing and Mechanical Supplies Annual Contract is awarded on Buyboard Purchasing Cooperative Contracts#509-16 & 577-18

This award is to approve a contract for the purchase of the Plumbing and Mechanical Supplies Annual Contract.

**Agenda Item Summary**

Award of Plumbing and Mechanical Supplies Annual Contract to be used by various City Departments

**Requested Action**

Consider award for the Plumbing and Mechanical Supplies Annual Contract

**Funding Summary**

Funding for this award is available in the department’s R&M Improvement Accounts: 1252.68100 Facilities, 1861.68100 Park Maintenance, 1811.68400 Golf Operation, 52200.6810 Surface Water, 54110.68101 Airport, 52270.68300 Hollywood Road, 52260.68300 River Road

**Community Engagement Summary**

N/A

**Staff Recommendation**

City Staff is recommending approval and award of this contract

Bid No. 6298 PLUMBING AND MECHANICAL ANNUAL CONTRACT  
Opened 4:00 p.m. December 10,2018

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To be awarded as one lot

MORRISON SUPPLY

---

Line 1 Plumbing equipment and  
accessories, per specifications

1 ea

Unit Price

\$750,000.000

Extended Price

750,000.00

---

Bid Total

750,000.00

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Award by Vendor

750,000.00

# Amarillo City Council

## Agenda Transmittal Memo



|              |                                                |                  |  |
|--------------|------------------------------------------------|------------------|--|
| Meeting Date | January 15, 2019                               | Council Priority |  |
| Department   | Solid Waste Collection                         |                  |  |
| Contact      | Blair Snow, Interim Solid Waste Superintendent |                  |  |

### Agenda Caption

#### **CONSIDER Purchase of Sheet Steel for Dumpster Repairs:**

This item is to discuss and consider the purchase of sheet steel to repair damaged dumpsters from Plateplus Inc. for **\$113,633.60**.

### Agenda Item Summary

Consider purchase of sheet steel to repair damaged dumpsters.

### Requested Action

Approve the purchase of the steel materials to repair dumpsters

### Funding Summary

The account number is 1431.51850

### Community Engagement Summary

Community Engagement is not anticipated for this purchase.

### Staff Recommendation

Approval of the purchase

Bid No. 6228 SHEET STEEL  
Opened 4:00 p.m. October 25,2018

To be awarded as one lot

PLATEPLUS INC

KLOECKNER METALS

Line 1 Steel, cold rolled: bars, plates,  
rods, sheets, and strips, per  
specifications

1,580 sh

Unit Price

\$71.920

\$75.920

Extended Price

113,633.60

119,953.60

Bid Total

113,633.60

119,953.60

Award by Vendor

113,633.60

# Amarillo City Council Agenda Transmittal Memo



|              |                                                   |                  |                                                         |
|--------------|---------------------------------------------------|------------------|---------------------------------------------------------|
| Meeting Date | January 15, 2019                                  | Council Priority | Community Development and<br>Redevelopment, Civic Pride |
| Department   | Community Development                             |                  |                                                         |
| Contact      | Juliana Kitten, Director of Community Development |                  |                                                         |

**Agenda Caption**  
CONSIDER ACCEPTANCE OF THE COMMUNITY DEVELOPMENT BLOCK GRANT AND HOME GRANT FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

**Agenda Item Summary**  
This item is consideration to accept the FY2018 annual award from the U.S. Department of Housing and Urban Development (HUD) to the City of Amarillo for the Community Development Block Grant (CDBG) in the amount of \$1,592,011 and for the HOME Grant in the amount of \$725,574. The primary goals of these programs are to reduce housing discrimination, affirmatively further fair housing through Community Planning and Development (CPD) programs, and promote diverse, inclusive communities.

**Requested Action**  
Staff requests the City Council accept the FY2018 annual award from HUD for the CDBG and HOME Grant programs, authorizing the City Manager to complete the agreements. The City Legal Department has reviewed these agreements.

**Funding Summary**  
This item is acceptance of grant funding from HUD through the CDBG and HOME Grant programs. The FY2018 award for the CDBG in the amount of \$1,592,011 and for the HOME Grant in the amount of \$725,574.

**Community Engagement Summary**  
There were several notices and public meetings held prior to the application for CDBG and HOME grants. The application resulted in these funding agreements

**Staff Recommendation**  
Staff recommends the City Council accept the FY2018 annual award from HUD for the CDBG and HOME Grant programs, authorizing the City Management to complete the agreements.



CEC 0 7 2018

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
Fort Worth Regional Office, Region VI  
Office of Community Planning and Development  
801 Cherry Street, Unit #45, Ste. 2500  
Fort Worth, TX 76102  
www.hud.gov

RECEIVED

DEC 17 2018

CITY SECRETARY'S  
CITY OF AMARILLO

Jared Miller, City Manager  
City of Amarillo  
P. O. Box 1971  
509 SE 7<sup>th</sup> Avenue  
Amarillo, TX 79105

Dear Mr. Miller:

SUBJECT: Funding Approval of Consolidated Application  
Community Development Block Grant (CDBG) Project No. B-18-MC-48-0022  
HOME Investment Partnerships Project No. M18-MC480211

I am pleased to inform you that this office has completed its review of the City of Amarillo's Annual Action Plan and has approved your Fiscal Year 2018 CDBG and HOME grants in the following amounts. The program year for the City of Amarillo begins October 1, 2018.

| <u>Program</u> | <u>Amount</u> |
|----------------|---------------|
| CDBG           | \$1,592,011   |
| HOME           | 725,574       |

A primary goal of the Department is to reduce housing discrimination, affirmatively further fair housing through CPD programs and promote diverse, inclusive communities. To that end, we encourage your community to take all measures necessary to ensure compliance with the fair housing requirements associated with these funds. A copy of your Annual Action Plan was provided to the Office of Fair Housing and Equal Opportunity for review. Comments from that review, if any, are enclosed.

Also enclosed are Grant Agreement and Funding Approval forms for each program, which constitute the contracts between the Department of Housing and Urban Development (HUD) and the City of Amarillo. Please execute and return two copies of each program's grant agreement to this office.

As part of the Annual Action Plan, the city is required to submit its resale and/or recapture provisions for HOME-funded homebuyer activities carried out by the city, its subrecipients, and Community Housing Development Organizations (CHDO). The recapture provisions included in the city's 2018 Action Plan have been reviewed and are hereby approved.

You are reminded that certain activities under the CDBG and HOME programs are subject to the provisions of 24 CFR Part 58 (environmental review procedures). Funds for such activities may not be obligated or expended unless the release of funds has been approved in writing by HUD. A Request for Release of Funds (RROF) must be accompanied by an environmental certification. Appropriate forms are available from [http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/administration/hudclips/](http://portal.hud.gov/hudportal/HUD?src=/program_offices/administration/hudclips/). However, please review the environmental regulations and HUD guidance to ensure that an RROF is submitted for only those projects that require one.

If you have any questions please contact Robert Carreras, Senior Community Planning and Development Representative, at (817) 978-5624.

Sincerely,

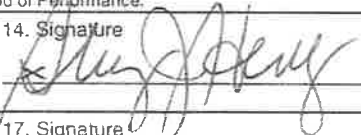
A handwritten signature in cursive script, appearing to read "Shirley J. Henley".

Shirley J. Henley  
Director

Enclosures

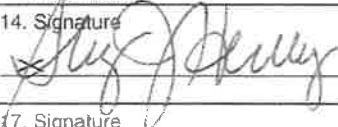
Funding Approval and HOME  
Investment Partnerships Agreement  
Title II of the National Affordable Housing Act

U.S. Department of Housing and Urban Development  
Office of Community Planning and Development

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| 1. Participant Name and Address                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                    | 2. Grant Number: M18-MC480211                                                                         |                                                                                                                                                                                                                                                                                                                                                                    |
| City Of Amarillo<br>Po Box 1971<br>Amarillo, TX                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                    | 3a. Tax Identification Number:<br>756000444                                                           | 3b. Unique Entity Identifier (formerly DUNS): 065032807                                                                                                                                                                                                                                                                                                            |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                    | 4. Appropriation Number<br>86 8/1 0205                                                                | 5. FY (yyyy)<br>2018                                                                                                                                                                                                                                                                                                                                               |
| 6. Previous Obligation (Enter "0" for initial FY allocation)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                    |                                                                                                       | \$0.00                                                                                                                                                                                                                                                                                                                                                             |
| a. Formula Funds                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                    | \$725,574.00                                                                                          |                                                                                                                                                                                                                                                                                                                                                                    |
| b. Community Housing Development Org. (CHDO) Competitive                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                    | \$                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                    |
| 7. Current Transaction (+ or -)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                    |                                                                                                       | \$725,574.00                                                                                                                                                                                                                                                                                                                                                       |
| a. Formula Funds                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                    | \$725,574.00                                                                                          |                                                                                                                                                                                                                                                                                                                                                                    |
| 1. CHDO (For deobligations only)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                    | \$                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                    |
| 2. Non- CHDO (For deobligations only)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                    | \$                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                    |
| b. CHDO Competitive Reallocation or Deobligation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                    | \$                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                    |
| 8. Revised Obligation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                    |                                                                                                       | \$                                                                                                                                                                                                                                                                                                                                                                 |
| a. Formula Funds                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                    | \$                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                    |
| b. CHDO Competitive Reallocation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                    | \$                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                    |
| 9. Special Conditions (check applicable box)<br><input checked="" type="checkbox"/> Not applicable <input type="checkbox"/> Attached                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                    | 10. Date of Obligation (Congressional Release Date)<br>(mm/dd/yyyy): DEC 07 2018                      |                                                                                                                                                                                                                                                                                                                                                                    |
| 11. Indirect Cost Rate*                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                    | 12. Period of Performance:<br>Date in Box #10 - 09/01/2026                                            |                                                                                                                                                                                                                                                                                                                                                                    |
| Administering Agency/Dept.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Indirect Cost Rate | Direct Cost Base                                                                                      | * If funding assistance will be used for payment of indirect costs pursuant to 2 CFR 200, Subpart E-Cost Principles, provide the name of the department/agency, its indirect cost rate (including if the de minimis rate is charged per 2 § CFR 200.414), and the direct cost base to which the rate will be applied. Do not include cost rates for subrecipients. |
| —                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | —%                 |                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                    |
| —                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | —%                 |                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                    |
| —                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | —%                 |                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                    |
| —                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | —%                 |                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                    |
| This Agreement between the Department of Housing and Urban Development (HUD) and the Participating Jurisdiction/Entity is made pursuant to the authority of the HOME Investment Partnerships Act (42 U.S.C. 12701 et seq.), The Participating Jurisdiction's /Entity's approved Consolidated Plan submission/Application and the HUD regulations at 24 CFR Part 92 (as is now in effect and as may be amended from time to time) and this HOME Investment Partnership Agreement, form HUD-40093, including any special conditions, constitute part of this Agreement. Subject to the provisions of this Agreement, HUD will make the funds for the Fiscal Year specified, available to the Participating Jurisdiction/Entity upon execution of this Agreement by the parties. All funds for the specified Fiscal Year provided by HUD by formula reallocation are covered by this Agreement upon execution of an amendment by HUD, without the Participating Jurisdiction's execution of the amendment or other consent. HUD's payment of funds under this Agreement is subject to the Participating Jurisdiction's/Entity's compliance with HUD's electronic funds transfer and information reporting procedures issued pursuant to 24 CFR 92.502. To the extent authorized by HUD regulations at 24 CFR Part 92, HUD may, by its execution of an amendment, deobligate funds previously awarded to the Participating Jurisdiction/Entity without the Participating Jurisdiction's/Entity's execution of the amendment or other consent. The Participating Jurisdiction/Entity agrees that funds invested in affordable housing under 24 CFR Part 92 are repayable when the housing no longer qualifies as affordable housing. Repayment shall be made as specified in 24 CFR Part 92. The Participating Jurisdiction agrees to assume all of the responsibility for environmental review, decision making, and actions, as specified and required in regulation at 24 CFR 92.352 and 24 CFR Part 58. |                    |                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                    |
| The Grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Universal Numbering System and System for Award Management (SAM) requirements in Appendix A to 2 CFR part 25, and the Federal Funding Accountability and Transparency Act (FFATA) in Appendix A to 2 CFR part 170.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                    |                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                    |
| The Period of Performance for the funding assistance shall begin on the date specified in item 12 and shall end on September 1 <sup>st</sup> of the 5 <sup>th</sup> fiscal year after the expiration of the period of availability for obligation. Funds remaining in the account will be cancelled and thereafter not available for obligation or expenditure for any purpose. Per 31 U.S.C. 1552. The grantee shall not incur any obligations to be paid with such assistance after the end of the Period of Performance.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                    |                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                    |
| 13. For the U.S. Department of HUD (Name and Title of Authorized Official)<br>Shirley Henley - HUD Community Planning and Development Director                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                    | 14. Signature<br> | 15. Date<br>DEC 07 2018                                                                                                                                                                                                                                                                                                                                            |
| 16. For the Participating Jurisdiction/Entity (Name and Title of Authorized Official)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                    | 17. Signature                                                                                         | 18. Date<br>/ /                                                                                                                                                                                                                                                                                                                                                    |
| 19. Check one:<br><input checked="" type="checkbox"/> Initial Agreement <input type="checkbox"/> Amendment #                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                    |                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                    |
| 20. Funding Information: HOME                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                    |                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                    |
| Source of Funds                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Appropriation Code | PAS Code                                                                                              | Amount                                                                                                                                                                                                                                                                                                                                                             |
| 2018                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 86 8/1 0205        | HMF                                                                                                   | \$724,752.00                                                                                                                                                                                                                                                                                                                                                       |
| 2017                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 86 7/0 0205        | HMF                                                                                                   | \$ 213.00                                                                                                                                                                                                                                                                                                                                                          |
| 2016                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 86 6/9 0205        | HMF                                                                                                   | \$ 609.00                                                                                                                                                                                                                                                                                                                                                          |

Funding Approval and HOME  
Investment Partnerships Agreement  
Title II of the National Affordable Housing Act

U.S. Department of Housing and Urban Development  
Office of Community Planning and Development

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| 1. Participant Name and Address                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                    | 2. Grant Number: M18-MC480211                                                        |                                                                                                                                                                                                                                                                                                                                                                    |
| City Of Amarillo<br>Po Box 1971<br>Amarillo, TX                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                    | 3a. Tax Identification Number:<br>756000444                                          | 3b. Unique Entity Identifier (formerly DUNS): 065032807                                                                                                                                                                                                                                                                                                            |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                    | 4. Appropriation Number<br>86 8/1 0205                                               | 5. FY (yyyy)<br>2018                                                                                                                                                                                                                                                                                                                                               |
| 6. Previous Obligation (Enter "0" for initial FY allocation)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                    |                                                                                      | \$0.00                                                                                                                                                                                                                                                                                                                                                             |
| a. Formula Funds                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                    | \$725,574.00                                                                         |                                                                                                                                                                                                                                                                                                                                                                    |
| b. Community Housing Development Org. (CHDO) Competitive                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                    | \$                                                                                   |                                                                                                                                                                                                                                                                                                                                                                    |
| 7. Current Transaction (+ or -)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                    |                                                                                      | \$725,574.00                                                                                                                                                                                                                                                                                                                                                       |
| a. Formula Funds                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                    | \$725,574.00                                                                         |                                                                                                                                                                                                                                                                                                                                                                    |
| 1. CHDO (For deobligations only)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                    | \$                                                                                   |                                                                                                                                                                                                                                                                                                                                                                    |
| 2. Non- CHDO (For deobligations only)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                    | \$                                                                                   |                                                                                                                                                                                                                                                                                                                                                                    |
| b. CHDO Competitive Reallocation or Deobligation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                    | \$                                                                                   |                                                                                                                                                                                                                                                                                                                                                                    |
| 8. Revised Obligation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                    |                                                                                      | \$                                                                                                                                                                                                                                                                                                                                                                 |
| a. Formula Funds                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                    | \$                                                                                   |                                                                                                                                                                                                                                                                                                                                                                    |
| b. CHDO Competitive Reallocation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                    | \$                                                                                   |                                                                                                                                                                                                                                                                                                                                                                    |
| 9. Special Conditions (check applicable box)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                    | 10. Date of Obligation (Congressional Release Date)                                  |                                                                                                                                                                                                                                                                                                                                                                    |
| <input checked="" type="checkbox"/> Not applicable <input type="checkbox"/> Attached                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                    | (mm/dd/yyyy): DEC 07 2018                                                            |                                                                                                                                                                                                                                                                                                                                                                    |
| 11. Indirect Cost Rate*                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                    | 12. Period of Performance:                                                           |                                                                                                                                                                                                                                                                                                                                                                    |
| Administering Agency/Dept.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Indirect Cost Rate | Direct Cost Base                                                                     | Date in Box #10 - 09/01/2026                                                                                                                                                                                                                                                                                                                                       |
| _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | ____%              |                                                                                      | * If funding assistance will be used for payment of indirect costs pursuant to 2 CFR 200. Subpart E-Cost Principles, provide the name of the department/agency, its indirect cost rate (including if the de minimis rate is charged per 2 § CFR 200.414), and the direct cost base to which the rate will be applied. Do not include cost rates for subrecipients. |
| _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | ____%              |                                                                                      |                                                                                                                                                                                                                                                                                                                                                                    |
| _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | ____%              |                                                                                      |                                                                                                                                                                                                                                                                                                                                                                    |
| _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | ____%              |                                                                                      |                                                                                                                                                                                                                                                                                                                                                                    |
| <p>This Agreement between the Department of Housing and Urban Development (HUD) and the Participating Jurisdiction/Entity is made pursuant to the authority of the HOME Investment Partnerships Act (42 U.S.C. 12701 et seq.). The Participating Jurisdiction's /Entity's approved Consolidated Plan submission/Application and the HUD regulations at 24 CFR Part 92 (as is now in effect and as may be amended from time to time) and this HOME Investment Partnership Agreement, form HUD-40093, including any special conditions, constitute part of this Agreement. Subject to the provisions of this Agreement, HUD will make the funds for the Fiscal Year specified, available to the Participating Jurisdiction/Entity upon execution of this Agreement by the parties. All funds for the specified Fiscal Year provided by HUD by formula reallocation are covered by this Agreement upon execution of an amendment by HUD, without the Participating Jurisdiction's execution of the amendment or other consent, HUD's payment of funds under this Agreement is subject to the Participating Jurisdiction's/Entity's compliance with HUD's electronic funds transfer and information reporting procedures issued pursuant to 24 CFR 92.502. To the extent authorized by HUD regulations at 24 CFR Part 92, HUD may, by its execution of an amendment, deobligate funds previously awarded to the Participating Jurisdiction/Entity without the Participating Jurisdiction's/Entity's execution of the amendment or other consent. The Participating Jurisdiction/Entity agrees that funds invested in affordable housing under 24 CFR Part 92 are repayable when the housing no longer qualifies as affordable housing. Repayment shall be made as specified in 24 CFR Part 92. The Participating Jurisdiction agrees to assume all of the responsibility for environmental review, decision making, and actions, as specified and required in regulation at 24 CFR 92.352 and 24 CFR Part 58.</p> <p>The Grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Universal Numbering System and System for Award Management (SAM) requirements in Appendix A to 2 CFR part 25, and the Federal Funding Accountability and Transparency Act (FFATA) in Appendix A to 2 CFR part 170.</p> <p>The Period of Performance for the funding assistance shall begin on the date specified in item 12 and shall end on September 1<sup>st</sup> of the 5<sup>th</sup> fiscal year after the expiration of the period of availability for obligation. Funds remaining in the account will be cancelled and thereafter not available for obligation or expenditure for any purpose. Per 31 U.S.C. 1552. The grantee shall not incur any obligations to be paid with such assistance after the end of the Period of Performance.</p> |                    |                                                                                      |                                                                                                                                                                                                                                                                                                                                                                    |
| 13. For the U.S. Department of HUD (Name and Title of Authorized Official)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                    | 14. Signature                                                                        | 15. Date                                                                                                                                                                                                                                                                                                                                                           |
| Shirley Henley - HUD Community Planning and Development Director                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                    |  | DEC 07 2018                                                                                                                                                                                                                                                                                                                                                        |
| 16. For the Participating Jurisdiction/Entity (Name and Title of Authorized Official)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                    | 17. Signature                                                                        | 18. Date                                                                                                                                                                                                                                                                                                                                                           |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                    |                                                                                      | / /                                                                                                                                                                                                                                                                                                                                                                |
| 19. Check one:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                    |                                                                                      |                                                                                                                                                                                                                                                                                                                                                                    |
| <input checked="" type="checkbox"/> Initial Agreement <input type="checkbox"/> Amendment #                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                    |                                                                                      |                                                                                                                                                                                                                                                                                                                                                                    |
| 20. Funding Information: HOME                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                    |                                                                                      |                                                                                                                                                                                                                                                                                                                                                                    |
| Source of Funds                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Appropriation Code | PAS Code                                                                             | Amount                                                                                                                                                                                                                                                                                                                                                             |
| 2018                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 86 8/1 0205        | HMF                                                                                  | \$724,752.00                                                                                                                                                                                                                                                                                                                                                       |
| 2017                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 86 7/0 0205        | HMF                                                                                  | \$ 213.00                                                                                                                                                                                                                                                                                                                                                          |
| 2016                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 86 6/9 0205        | HMF                                                                                  | \$ 609.00                                                                                                                                                                                                                                                                                                                                                          |

Funding Approval and HOME  
Investment Partnerships Agreement  
Title II of the National Affordable Housing Act

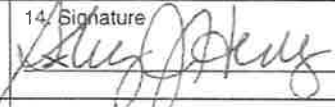
U.S. Department of Housing and Urban Development  
Office of Community Planning and Development

|                                                                                      |                           |                                                     |                                                                                                                                                                                                                                                                                                                                                                    |
|--------------------------------------------------------------------------------------|---------------------------|-----------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. Participant Name and Address                                                      |                           | 2. Grant Number: M18-MC480211                       |                                                                                                                                                                                                                                                                                                                                                                    |
| City Of Amarillo<br>Po Box 1971<br>Amarillo, TX                                      |                           | 3a. Tax Identification Number:<br>756000444         | 3b. Unique Entity Identifier (formerly DUNS): 065032807                                                                                                                                                                                                                                                                                                            |
|                                                                                      |                           | 4. Appropriation Number<br>86 8/1 0205              | 5. FY (yyyy)<br>2018                                                                                                                                                                                                                                                                                                                                               |
| 6. Previous Obligation (Enter "0" for initial FY allocation)                         |                           |                                                     | \$0.00                                                                                                                                                                                                                                                                                                                                                             |
| a. Formula Funds                                                                     |                           | \$725,574.00                                        |                                                                                                                                                                                                                                                                                                                                                                    |
| b. Community Housing Development Org. (CHDO) Competitive                             |                           | \$                                                  |                                                                                                                                                                                                                                                                                                                                                                    |
| 7. Current Transaction (+ or -)                                                      |                           |                                                     | \$725,574.00                                                                                                                                                                                                                                                                                                                                                       |
| a. Formula Funds                                                                     |                           | \$725,574.00                                        |                                                                                                                                                                                                                                                                                                                                                                    |
| 1. CHDO (For deobligations only)                                                     |                           | \$                                                  |                                                                                                                                                                                                                                                                                                                                                                    |
| 2. Non- CHDO (For deobligations only)                                                |                           | \$                                                  |                                                                                                                                                                                                                                                                                                                                                                    |
| b. CHDO Competitive Reallocation or Deobligation                                     |                           | \$                                                  |                                                                                                                                                                                                                                                                                                                                                                    |
| 8. Revised Obligation                                                                |                           |                                                     | \$                                                                                                                                                                                                                                                                                                                                                                 |
| a. Formula Funds                                                                     |                           | \$                                                  |                                                                                                                                                                                                                                                                                                                                                                    |
| b. CHDO Competitive Reallocation                                                     |                           | \$                                                  |                                                                                                                                                                                                                                                                                                                                                                    |
| 9. Special Conditions (check applicable box)                                         |                           | 10. Date of Obligation (Congressional Release Date) |                                                                                                                                                                                                                                                                                                                                                                    |
| <input checked="" type="checkbox"/> Not applicable <input type="checkbox"/> Attached |                           | (mm/dd/yyyy): DEC 07 2018                           |                                                                                                                                                                                                                                                                                                                                                                    |
| 11. Indirect Cost Rate*                                                              |                           | 12. Period of Performance:                          |                                                                                                                                                                                                                                                                                                                                                                    |
| <u>Administering Agency/Dept.</u>                                                    | <u>Indirect Cost Rate</u> | <u>Direct Cost Base</u>                             | Date in Box #10 - 09/01/2026                                                                                                                                                                                                                                                                                                                                       |
| —                                                                                    | —%                        |                                                     | * If funding assistance will be used for payment of indirect costs pursuant to 2 CFR 200, Subpart E-Cost Principles, provide the name of the department/agency, its indirect cost rate (including if the de minimis rate is charged per 2 § CFR 200.414), and the direct cost base to which the rate will be applied. Do not include cost rates for subrecipients. |
| —                                                                                    | —%                        |                                                     |                                                                                                                                                                                                                                                                                                                                                                    |
| —                                                                                    | —%                        |                                                     |                                                                                                                                                                                                                                                                                                                                                                    |
| —                                                                                    | —%                        |                                                     |                                                                                                                                                                                                                                                                                                                                                                    |

This Agreement between the Department of Housing and Urban Development (HUD) and the Participating Jurisdiction/Entity is made pursuant to the authority of the HOME Investment Partnerships Act (42 U.S.C. 12701 et seq.). The Participating Jurisdiction's /Entity's approved Consolidated Plan submission/Application and the HUD regulations at 24 CFR Part 92 (as is now in effect and as may be amended from time to time) and this HOME Investment Partnership Agreement, form HUD-40093, including any special conditions, constitute part of this Agreement. Subject to the provisions of this Agreement, HUD will make the funds for the Fiscal Year specified, available to the Participating Jurisdiction/Entity upon execution of this Agreement by the parties. All funds for the specified Fiscal Year provided by HUD by formula reallocation are covered by this Agreement upon execution of an amendment by HUD, without the Participating Jurisdiction's execution of the amendment or other consent. HUD's payment of funds under this Agreement is subject to the Participating Jurisdiction's/Entity's compliance with HUD's electronic funds transfer and information reporting procedures issued pursuant to 24 CFR 92.502. To the extent authorized by HUD regulations at 24 CFR Part 92, HUD may, by its execution of an amendment, deobligate funds previously awarded to the Participating Jurisdiction/Entity without the Participating Jurisdiction's/Entity's execution of the amendment or other consent. The Participating Jurisdiction/Entity agrees that funds invested in affordable housing under 24 CFR Part 92 are repayable when the housing no longer qualifies as affordable housing. Repayment shall be made as specified in 24 CFR Part 92. The Participating Jurisdiction agrees to assume all of the responsibility for environmental review, decision making, and actions, as specified and required in regulation at 24 CFR 92.352 and 24 CFR Part 58.

The Grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Universal Numbering System and System for Award Management (SAM) requirements in Appendix A to 2 CFR part 25, and the Federal Funding Accountability and Transparency Act (FFATA) in Appendix A to 2 CFR part 170.

The Period of Performance for the funding assistance shall begin on the date specified in item 12 and shall end on September 1<sup>st</sup> of the 5<sup>th</sup> fiscal year after the expiration of the period of availability for obligation. Funds remaining in the account will be cancelled and thereafter not available for obligation or expenditure for any purpose. Per 31 U.S.C. 1552, The grantee shall not incur any obligations to be paid with such assistance after the end of the Period of Performance.

|                                                                                                                                                |                                                                                                       |                         |
|------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|-------------------------|
| 13. For the U.S. Department of HUD (Name and Title of Authorized Official)<br>Shirley Henley - HUD Community Planning and Development Director | 14. Signature<br> | 15. Date<br>DEC 07 2018 |
| 16. For the Participating Jurisdiction/Entity (Name and Title of Authorized Official)                                                          | 17. Signature                                                                                         | 18. Date<br>/ /         |

19. Check one:

☒ Initial Agreement    ☐ Amendment #

|                          |                           |                 |               |
|--------------------------|---------------------------|-----------------|---------------|
| 20. Funding Information: | HOME                      |                 |               |
| <u>Source of Funds</u>   | <u>Appropriation Code</u> | <u>PAS Code</u> | <u>Amount</u> |
| 2018                     | 86 8/1 0205               | HMF             | \$724,752.00  |
| 2017                     | 86 7/0 0205               | HMF             | \$ 213.00     |
| 2016                     | 86 6/9 0205               | HMF             | \$ 609.00     |

Funding Approval/Agreement

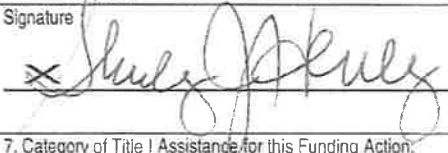
Title I of the Housing and Community  
Development Act (Public Law 930383)  
HI-00515R of 20515R

U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
Community Development Block Grant Program

OMB Approval No. 2506-0193  
exp 5/31/2018

|                                                                                                                       |                                                  |                                                |
|-----------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|------------------------------------------------|
| 1. Name of Grantee (as shown in item 5 of Standard Form 424)<br>City Of Amarillo                                      | 3a. Grantee's 9-digit Tax ID Number<br>756000444 | 3b. Grantee's 9-digit DUNS Number<br>065032807 |
| 2. Grantee's Complete Address (as shown in item 5 of Standard Form 424)<br><br>PO Box 1971<br>Amarillo, TX 79105-1971 | 4. Date use of funds may begin<br>(10/01/2018)   |                                                |
|                                                                                                                       | 5a. Project/Grant No. 1<br>B-18-MC-48-0002       | 6a. Amount Approved<br>\$1,592,011.00          |
|                                                                                                                       | 5b. Project/Grant No. 2                          | 6b. Amount Approved                            |

**Grant Agreement:** This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any special conditions, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                       |                                                                                                               |                                                                                                                                          |        |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|--------|
| U.S. Department of Housing and Urban Development (By Name)<br>Shirley Henley                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                       | Grantee Name<br>City Of Amarillo                                                                              |                                                                                                                                          |        |
| Title<br>CPD Director                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                       | Title                                                                                                         |                                                                                                                                          |        |
| Signature<br>                                                                                                                                                                                                                                                                                                                                                                                                             | Date (mm/dd/yyyy)<br>DEC 07 2018                                                                                      | Signature                                                                                                     | Date (mm/dd/yyyy)                                                                                                                        |        |
| 7. Category of Title I Assistance for this Funding Action:<br><br>Entitlement, Sec 106(b)                                                                                                                                                                                                                                                                                                                                                                                                                  | 8. Special Conditions<br>(check one)<br><input type="checkbox"/> None<br><input checked="" type="checkbox"/> Attached | 9a. Date HUD Received Submission<br>AUG 15 2018                                                               | 10. check one<br><input checked="" type="checkbox"/> a. Orig. Funding Approval<br><input type="checkbox"/> b. Amendment Amendment Number |        |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                       | 9b. Date Grantee Notified<br>DEC 07 2018                                                                      |                                                                                                                                          |        |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                       | 9c. Date of Start of Program Year<br>(10/01/2018)                                                             |                                                                                                                                          |        |
| 11. Amount of Community Development                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                       |                                                                                                               |                                                                                                                                          |        |
| Block Grant                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                       | FY (2018)                                                                                                     | FY (2017)                                                                                                                                | FY ( ) |
| a. Funds Reserved for this Grantee                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                       | \$1,591,887.00                                                                                                | \$ 124.00                                                                                                                                |        |
| b. Funds now being Approved                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                       |                                                                                                               |                                                                                                                                          |        |
| c. Reservation to be Cancelled<br>(11a minus 11b)                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                       |                                                                                                               |                                                                                                                                          |        |
| 12a. Amount of Loan Guarantee Commitment now being Approved<br>N/A                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                       | 12b. Name and complete Address of Public Agency<br>City Of Amarillo<br>PO Box 1971<br>Amarillo, TX 79105-1971 |                                                                                                                                          |        |
| Loan Guarantee Acceptance Provisions for Designated Agencies:<br>The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it. |                                                                                                                       | 12c. Name of Authorized Official for Designated Public Agency                                                 |                                                                                                                                          |        |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                       | Title                                                                                                         |                                                                                                                                          |        |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                       | Signature                                                                                                     |                                                                                                                                          |        |

HUD Accounting use Only

| Batch                         | TAC | Program                         | Y | A            | Reg | Area             | Document No. | Project Number | Category | Amount      | Effective Date<br>(mm/dd/yyyy) | F |
|-------------------------------|-----|---------------------------------|---|--------------|-----|------------------|--------------|----------------|----------|-------------|--------------------------------|---|
|                               | 153 |                                 |   |              |     |                  |              |                |          |             |                                |   |
|                               | 176 |                                 |   |              |     |                  |              |                |          |             |                                |   |
|                               |     |                                 | Y |              |     |                  |              | Project Number |          | Amount      |                                |   |
|                               |     |                                 |   |              |     |                  |              |                |          |             |                                |   |
|                               |     |                                 | Y |              |     |                  |              | Project Number |          | Amount      |                                |   |
|                               |     |                                 |   |              |     |                  |              |                |          |             |                                |   |
| Date Entered PAS (mm/dd/yyyy) |     | Date Entered LOCCS (mm/dd/yyyy) |   | Batch Number |     | Transaction Code |              | Entered By     |          | Verified By |                                |   |

8. Special Conditions.

- (a) The period of performance for the funding assistance specified in the Funding Approval ("Funding Assistance") shall begin on the date specified in item 4 and shall end on September 1, 2025. The Grantee shall not incur any obligations to be paid with such assistance after September 1, 2025.
- (b) The Recipient shall attach a schedule of its indirect cost rate(s) in the format set forth below to the executed Agreement that is returned to HUD. The Recipient shall provide HUD with a revised schedule when any change is made to the rate(s) described in the schedule. The schedule and any revisions HUD receives from the Recipient shall be incorporated herein and made a part of this Agreement, provided that the rate(s) described comply with 2 CFR part 200, subpart E.

| <u>Administering<br/>Department/Agency</u> | <u>Indirect cost rate</u> | <u>Direct<br/>Cost Base</u> |
|--------------------------------------------|---------------------------|-----------------------------|
| _____                                      | _____ %                   | _____                       |
| _____                                      | _____ %                   | _____                       |
| _____                                      | _____ %                   | _____                       |
| _____                                      | _____ %                   | _____                       |
| _____                                      | _____ %                   | _____                       |

Instructions: The Recipient must identify each agency or department of the Recipient that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414(f)), and the type of direct cost base to which the rate will be applied (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rates for subrecipients.

- (c) In addition to the conditions contained on form HUD 7082, the grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS), the System for Award Management (SAM.gov), and the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and Central Contractor Registration, and 2 CFR part 170, Reporting Subaward and Executive Compensation Information.
- (d) The grantee shall ensure that no CDBG funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private

entities. Any use of funds for mass transit, railroad, airport, seaport or highway projects as well as utility projects which benefit or serve the general public (including energy-related, communication-related, water-related and wastewater-related infrastructure), other structures designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfield as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Public Law 107-118) shall be considered a public use for purposes of eminent domain.

- (e) The Grantee or unit of general local government that that indirectly receives CDBG funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.
- (f) E.O. 12372-Special Contract Condition - Notwithstanding any other provision of this agreement, no funds provided under this agreement may be obligated or expended for the planning or construction of water or sewer facilities until receipt of written notification from HUD of the release of funds on completion of the review procedures required under Executive Order (E.O.) 12372, Intergovernmental Review of Federal Programs, and HUD's implementing regulations at 24 CFR Part 52. The recipient shall also complete the review procedures required under E.O. 12372 and 24 CFR Part 52 and receive written notification from HUD of the release of funds before obligating or expending any funds provided under this agreement for any new or revised activity for the planning or construction of water or sewer facilities not previously reviewed under E.O. 12372 and implementing regulations.
- (g) CDBG funds may not be provided to a for-profit entity pursuant to section 105(a)(17) of the Act unless such activity or project has been evaluated and selected in accordance with Appendix A to 24 CFR 570 - "Guidelines and Objectives for Evaluating Project Costs and Financial Requirements." (Source - P.L. 113-235, Consolidated and Further Continuing Appropriations Act, 2015, Division K, Title II, Community Development Fund).

Funding Approval/Agreement

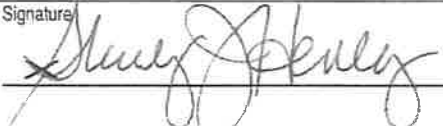
Title I of the Housing and Community  
Development Act (Public Law 930383)  
HI-00515R of 20515R

U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
Community Development Block Grant Program

OMB Approval No. 2506-0193  
exp 5/31/2018

|                                                                                                                       |                                                  |                                                |
|-----------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|------------------------------------------------|
| 1. Name of Grantee (as shown in item 5 of Standard Form 424)<br>City Of Amarillo                                      | 3a. Grantee's 9-digit Tax ID Number<br>756000444 | 3b. Grantee's 9-digit DUNS Number<br>065032807 |
| 2. Grantee's Complete Address (as shown in item 5 of Standard Form 424)<br><br>PO Box 1971<br>Amarillo, TX 79105-1971 | 4. Date use of funds may begin<br>(10/01/2018)   |                                                |
|                                                                                                                       | 5a. Project/Grant No. 1<br>B-18-MC-48-0002       | 6a. Amount Approved<br>\$1,592,011.00          |
|                                                                                                                       | 5b. Project/Grant No. 2                          | 6b. Amount Approved                            |

**Grant Agreement:** This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any special conditions, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

|                                                                                                |                                 |                                  |                   |
|------------------------------------------------------------------------------------------------|---------------------------------|----------------------------------|-------------------|
| U.S. Department of Housing and Urban Development (By Name)<br>Shirley Henley                   |                                 | Grantee Name<br>City Of Amarillo |                   |
| Title<br>CPD Director                                                                          |                                 | Title                            |                   |
| Signature<br> | Date (mm/dd/yyyy)<br>DEC 5 2018 | Signature                        | Date (mm/dd/yyyy) |

|                                                                                           |                                                                                                                    |                                                   |                                                                                                                                             |
|-------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|
| 7. Category of Title I Assistance for this Funding Action:<br><br>Entitlement, Sec 106(b) | 8. Special Conditions (check one)<br><input type="checkbox"/> None<br><input checked="" type="checkbox"/> Attached | 9a. Date HUD Received Submission<br>AUG 15 2018   | 10. check one<br><input checked="" type="checkbox"/> a. Orig. Funding Approval<br><input type="checkbox"/> b. Amendment<br>Amendment Number |
|                                                                                           |                                                                                                                    | 9b. Date Grantee Notified<br>DEC 07 2018          |                                                                                                                                             |
|                                                                                           |                                                                                                                    | 9c. Date of Start of Program Year<br>(10/01/2018) |                                                                                                                                             |
| 11. Amount of Community Development                                                       |                                                                                                                    |                                                   |                                                                                                                                             |
| Block Grant                                                                               |                                                                                                                    | FY (2018)                                         | FY (2017)                                                                                                                                   |
| a. Funds Reserved for this Grantee                                                        |                                                                                                                    | \$1,591,887.00                                    | \$ 124.00                                                                                                                                   |
| b. Funds now being Approved                                                               |                                                                                                                    |                                                   |                                                                                                                                             |
| c. Reservation to be Cancelled (11a minus 11b)                                            |                                                                                                                    |                                                   |                                                                                                                                             |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                               |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------|
| 12a. Amount of Loan Guarantee Commitment now being Approved<br>N/A                                                                                                                                                                                                                                                                                                                                                                                                                                         | 12b. Name and complete Address of Public Agency<br>City Of Amarillo<br>PO Box 1971<br>Amarillo, TX 79105-1971 |
| Loan Guarantee Acceptance Provisions for Designated Agencies:<br>The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it. | 12c. Name of Authorized Official for Designated Public Agency                                                 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Title                                                                                                         |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Signature                                                                                                     |

HUD Accounting use Only

| Batch                         | TAC | Program                         | Y | A            | Reg | Area             | Document No. | Project Number | Category | Amount      | Effective Date (mm/dd/yyyy) | F |
|-------------------------------|-----|---------------------------------|---|--------------|-----|------------------|--------------|----------------|----------|-------------|-----------------------------|---|
|                               | 153 |                                 |   |              |     |                  |              |                |          |             |                             |   |
|                               | 176 |                                 |   |              |     |                  |              |                |          |             |                             |   |
|                               |     |                                 | Y |              |     |                  |              | Project Number |          | Amount      |                             |   |
|                               |     |                                 | Y |              |     |                  |              | Project Number |          | Amount      |                             |   |
| Date Entered PAS (mm/dd/yyyy) |     | Date Entered LOCCS (mm/dd/yyyy) |   | Batch Number |     | Transaction Code |              | Entered By     |          | Verified By |                             |   |

8. Special Conditions.

- (a) The period of performance for the funding assistance specified in the Funding Approval (“Funding Assistance”) shall begin on the date specified in item 4 and shall end on September 1, 2025. The Grantee shall not incur any obligations to be paid with such assistance after September 1, 2025.
- (b) The Recipient shall attach a schedule of its indirect cost rate(s) in the format set forth below to the executed Agreement that is returned to HUD. The Recipient shall provide HUD with a revised schedule when any change is made to the rate(s) described in the schedule. The schedule and any revisions HUD receives from the Recipient shall be incorporated herein and made a part of this Agreement, provided that the rate(s) described comply with 2 CFR part 200, subpart E.

| Administering<br>Department/Agency | Indirect cost rate | Direct<br>Cost Base |
|------------------------------------|--------------------|---------------------|
|                                    | %                  |                     |
|                                    | %                  |                     |
|                                    | %                  |                     |
|                                    | %                  |                     |
|                                    | %                  |                     |

Instructions: The Recipient must identify each agency or department of the Recipient that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414(f)), and the type of direct cost base to which the rate will be applied (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rates for subrecipients.

- (c) In addition to the conditions contained on form HUD 7082, the grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS), the System for Award Management (SAM.gov), and the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and Central Contractor Registration, and 2 CFR part 170, Reporting Subaward and Executive Compensation Information.
- (d) The grantee shall ensure that no CDBG funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private

entities. Any use of funds for mass transit, railroad, airport, seaport or highway projects as well as utility projects which benefit or serve the general public (including energy-related, communication-related, water-related and wastewater-related infrastructure), other structures designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfield as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Public Law 107-118) shall be considered a public use for purposes of eminent domain.

- (e) The Grantee or unit of general local government that that indirectly receives CDBG funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.
- (f) E.O. 12372-Special Contract Condition - Notwithstanding any other provision of this agreement, no funds provided under this agreement may be obligated or expended for the planning or construction of water or sewer facilities until receipt of written notification from HUD of the release of funds on completion of the review procedures required under Executive Order (E.O.) 12372, Intergovernmental Review of Federal Programs, and HUD's implementing regulations at 24 CFR Part 52. The recipient shall also complete the review procedures required under E.O. 12372 and 24 CFR Part 52 and receive written notification from HUD of the release of funds before obligating or expending any funds provided under this agreement for any new or revised activity for the planning or construction of water or sewer facilities not previously reviewed under E.O. 12372 and implementing regulations.
- (g) CDBG funds may not be provided to a for-profit entity pursuant to section 105(a)(17) of the Act unless such activity or project has been evaluated and selected in accordance with Appendix A to 24 CFR 570 - "Guidelines and Objectives for Evaluating Project Costs and Financial Requirements." (Source - P.L. 113-235, Consolidated and Further Continuing Appropriations Act, 2015, Division K, Title II, Community Development Fund).

Funding Approval/Agreement

Title I of the Housing and Community  
Development Act (Public Law 930383)  
HI-00515R of 20515R

U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
Community Development Block Grant Program

OMB Approval No. 2506-0193  
exp 5/31/2018

|                                                                                                                       |                                                  |                                                |
|-----------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|------------------------------------------------|
| 1. Name of Grantee (as shown in item 5 of Standard Form 424)<br>City Of Amarillo                                      | 3a. Grantee's 9-digit Tax ID Number<br>756000444 | 3b. Grantee's 9-digit DUNS Number<br>065032807 |
| 2. Grantee's Complete Address (as shown in item 5 of Standard Form 424)<br><br>PO Box 1971<br>Amarillo, TX 79105-1971 | 4. Date use of funds may begin<br>(10/01/2018)   |                                                |
|                                                                                                                       | 5a. Project/Grant No. 1<br>B-18-MC-48-0002       | 6a. Amount Approved<br>\$1,592,011.00          |
|                                                                                                                       | 5b. Project/Grant No. 2                          | 6b. Amount Approved                            |

**Grant Agreement:** This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any special conditions, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

|                                                                                                |                                  |                                  |                   |
|------------------------------------------------------------------------------------------------|----------------------------------|----------------------------------|-------------------|
| U.S. Department of Housing and Urban Development (By Name)<br>Shirley Henley                   |                                  | Grantee Name<br>City Of Amarillo |                   |
| Title<br>CPD Director                                                                          |                                  | Title                            |                   |
| Signature<br> | Date (mm/dd/yyyy)<br>DEC 07 2018 | Signature                        | Date (mm/dd/yyyy) |

|                                                                                           |                                                                                                                       |                                                   |                                                                                                                                          |
|-------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|
| 7. Category of Title I Assistance for this Funding Action:<br><br>Entitlement, Sec 106(b) | 8. Special Conditions<br>(check one)<br><input type="checkbox"/> None<br><input checked="" type="checkbox"/> Attached | 9a. Date HUD Received Submission<br>AUG 15 2018   | 10. check one<br><input checked="" type="checkbox"/> a. Orig. Funding Approval<br><input type="checkbox"/> b. Amendment Amendment Number |
|                                                                                           |                                                                                                                       | 9b. Date Grantee Modified<br>DEC 07 2018          |                                                                                                                                          |
|                                                                                           |                                                                                                                       | 9c. Date of Start of Program Year<br>(10/01/2018) |                                                                                                                                          |
| 11. Amount of Community Development -<br>Block Grant                                      |                                                                                                                       |                                                   |                                                                                                                                          |
| a. Funds Reserved for this Grantee                                                        | FY (2018)<br>\$1,591,887.00                                                                                           | FY (2017)<br>\$ 124.00                            | FY ( )                                                                                                                                   |
| b. Funds now being Approved                                                               |                                                                                                                       |                                                   |                                                                                                                                          |
| c. Reservation to be Cancelled<br>(11a minus 11b)                                         |                                                                                                                       |                                                   |                                                                                                                                          |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                               |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------|
| 12a. Amount of Loan Guarantee Commitment now being Approved<br>N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                | 12b. Name and complete Address of Public Agency<br>City Of Amarillo<br>PO Box 1971<br>Amarillo, TX 79105-1971 |
| <b>Loan Guarantee Acceptance Provisions for Designated Agencies:</b><br>The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it. | 12c. Name of Authorized Official for Designated Public Agency                                                 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Title                                                                                                         |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Signature                                                                                                     |

**HUD Accounting use Only**

| Batch                         | TAC | Program                         | Y | A            | Reg | Area             | Document No. | Project Number | Category | Amount      | Effective Date<br>(mm/dd/yyyy) | F |
|-------------------------------|-----|---------------------------------|---|--------------|-----|------------------|--------------|----------------|----------|-------------|--------------------------------|---|
|                               | 153 |                                 |   |              |     |                  |              |                |          |             |                                |   |
|                               | 176 |                                 |   |              |     |                  |              |                |          |             |                                |   |
|                               |     |                                 | Y |              |     |                  |              | Project Number |          | Amount      |                                |   |
|                               |     |                                 |   |              |     |                  |              |                |          |             |                                |   |
|                               |     |                                 | Y |              |     |                  |              | Project Number |          | Amount      |                                |   |
|                               |     |                                 |   |              |     |                  |              |                |          |             |                                |   |
| Date Entered PAS (mm/dd/yyyy) |     | Date Entered LOCCS (mm/dd/yyyy) |   | Batch Number |     | Transaction Code |              | Entered By     |          | Verified By |                                |   |

24 CFR 570 form HUD-7082 (5/15)

## 8. Special Conditions.

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| Administering<br>Department/Agency | Indirect cost rate | Direct<br>Cost Base |
|------------------------------------|--------------------|---------------------|
|                                    | _____ %            | _____               |
|                                    | _____ %            | _____               |
|                                    | _____ %            | _____               |
|                                    | _____ %            | _____               |
|                                    | _____ %            | _____               |

**Instructions:** The Recipient must identify each agency or department of the Recipient that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414(f)), and the type of direct cost base to which the rate will be applied (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rates for subrecipients.

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- (d) The grantee shall ensure that no CDBG funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private

entities. Any use of funds for mass transit, railroad, airport, seaport or highway projects as well as utility projects which benefit or serve the general public (including energy-related, communication-related, water-related and wastewater-related infrastructure), other structures designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfield as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Public Law 107-118) shall be considered a public use for purposes of eminent domain.

- (e) The Grantee or unit of general local government that that indirectly receives CDBG funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.
- (f) E.O. 12372-Special Contract Condition - Notwithstanding any other provision of this agreement, no funds provided under this agreement may be obligated or expended for the planning or construction of water or sewer facilities until receipt of written notification from HUD of the release of funds on completion of the review procedures required under Executive Order (E.O.) 12372, Intergovernmental Review of Federal Programs, and HUD's implementing regulations at 24 CFR Part 52. The recipient shall also complete the review procedures required under E.O. 12372 and 24 CFR Part 52 and receive written notification from HUD of the release of funds before obligating or expending any funds provided under this agreement for any new or revised activity for the planning or construction of water or sewer facilities not previously reviewed under E.O. 12372 and implementing regulations.
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# Amarillo City Council

## Agenda Transmittal Memo



|              |                                          |                  |                        |
|--------------|------------------------------------------|------------------|------------------------|
| Meeting Date | January 15, 2019                         | Council Priority | Transportation Systems |
| Department   | Aviation                                 |                  |                        |
| Contact      | Michael W. Conner – Director of Aviation |                  |                        |

**Agenda Caption**

CONSIDER: Approval of Addendum #2 to the Airport Property Fronting Primary Site Lease between the City of Amarillo and Bell Helicopter Textron, Inc.

**Agenda Item Summary**

This item is the approval of the second addendum made to the original 1999 lease between the City of Amarillo and Bell Helicopter that provides direct access to the aircraft taxi lanes. The first addendum was approved in 2010. Addendum #2 continues the agreement for an additional 10 years along with the recalculation of rates to occur every 5 year period. All other portions of the original agreement including Addendum #1 will remain in effect.

**Requested Action**

Consider approval of Addendum #2 of the Airport Property Fronting Primary Site Lease between the City of Amarillo and Bell Helicopter Textron, Inc.

**Funding Summary**

This is a revenue agreement.

**Community Engagement Summary**

Level 1 – Modest impact on selected area and/or community group.

**Staff Recommendation**

Airport staff recommends the approval of Addendum #2 to the Airport Property Fronting Primary Site Lease between the City of Amarillo and Bell Helicopter Textron, Inc.

**ADDENDUM # 2**

**To Airport Property Fronting Primary Site Lease ("Lease")**

Dated January 19, 1999; Amended November 22, 2010

This Addendum amends in part the subject Lease as follows:

Replace Section 3(b) with:

3 (b): **Ground Rental** - 16.809 cents per square foot for 154,470 square feet comprising the Leased Premises, which equates to Twenty Five Thousand Nine Hundred Sixty Four dollars and Forty-Seven cents (\$25,964.47) annually, payable in monthly installments of Two Thousand Three Hundred Thirty dollars and Thirty-Seven cents (\$2,330.37). Any future expansion in the Leased Premises shall have a resultant increase in the annual rent.

Except as specifically amended herein, all other terms, conditions, obligations, rights, and provisions of the above described agreement remain in full force and effect.

Signed and effective this \_\_\_\_ day of January, 2019.

**LESSOR:**  
**CITY OF AMARILLO**

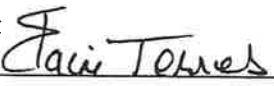
Attest

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

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

**LESSEE:**  
**BELL HELICOPTER TEXTRON INC.**

By:   
Ryan T. Martin  
Mgr Fac Bus Planning & Support

Attest  
By:   
Elaine Torres  
Facility Specialist

# Amarillo City Council

## Agenda Transmittal Memo



|                     |                  |                         |                                            |
|---------------------|------------------|-------------------------|--------------------------------------------|
| <b>Meeting Date</b> | January 15, 2019 | <b>Council Priority</b> | Infrastructure Initiative/Customer Service |
|---------------------|------------------|-------------------------|--------------------------------------------|

|                   |                 |                       |               |
|-------------------|-----------------|-----------------------|---------------|
| <b>Department</b> | Water Utilities | <b>Contact Person</b> | Floyd Hartman |
|-------------------|-----------------|-----------------------|---------------|

### Agenda Caption

Consideration of Resolution- authorizing submission of a loan application to the Texas Water Development Board (TWDB) to implement installation of a city-wide advanced metering infrastructure (AMI) project.

### Agenda Item Summary

This agenda item is requesting City Council approval of a resolution which is required to submit a loan application to the TWDB for \$29,500,000. The purpose of the loan application would be the first step to fund the anticipated project. The requested funding request for the project includes multiple phases of including planning, procurement, and construction, construction engineering services, special services, financial services, and contingencies. The project would target the replacement of approximately 72,000 water meters, install network infrastructure and related hardware and software that will utilize an integrated communication network to provide the City and customers access to real time data including water use, loss and other billing information.

### Requested Action

City staff is requesting City Council approval of the resolution authorizing staff to submit a loan application with the TWDB.

### Funding Summary

No funds are required at this time for this specific action. The TWDB administers loan programs for eligible local governments for qualifying infrastructure projects. The approval of this resolution will authorize City staff to submit the low interest loan application for \$29,500,000. The proposed project would be funded by issuance of revenue bonds. The City's 2019/20 Water and Sewer system funding plan would be to include up to 4.5% additional rate increase in the upcoming budget for the debt service upon approval of a loan for this project and recent and anticipated increases in operations expenses.

### Community Engagement Summary

The construction of this project will have Level 1 modest impact to the surrounding area with the most significant impact being the replacement of meters and the construction of communication infrastructure. However, the project is expected to have a high impact to improved customer service through enhanced data access, billing transparency and improved customer interaction.

It is anticipated that the public will have numerous opportunities to provide input through upcoming budget discussions which will include public engagement and the annual budget public hearings..

Amarillo City Council  
Agenda Transmittal Memo



**Staff Recommendation**

City staff is recommending approval of the resolution.

Application Filing and Authorized Representative Resolution

A RESOLUTION by the City Council of the City of Amarillo requesting financial assistance from the Texas Water Development Board; authorizing the filing of an application for assistance; and making certain findings in connection therewith.

BE IT RESOLVED BY THE City Council OF THE City of Amarillo :

SECTION 1: That an application is hereby approved and authorized to be filed with the Texas Water Development Board seeking financial assistance in an amount not to exceed \$ 29,500,000 to provide for the costs of construction of improvements to the City of Amarillo's water system.

SECTION 2: That the Asstistant City Manager and Director of Finance be and is hereby designated the authorized representative of the City of Amarillo for purposes of furnishing such information and executing such documents as may be required in connection with the preparation and filing of such application for financial assistance and the rules of the Texas Water Development Board.

SECTION 3: That the following firms and individuals are hereby authorized and directed to aid and assist in the preparation and submission of such application and appear on behalf of and represent the City of Amarillo before any hearing held by the Texas Water Development Board on such application, to wit:

|                    |                                                                                                        |
|--------------------|--------------------------------------------------------------------------------------------------------|
| Financial Advisor: | <u>Specialized Public Finance, Inc</u><br><u>4925 Greenville Ave., Suite 1350, Dallas, Texas 75206</u> |
| Engineer:          | <u>HDR Engineering, Inc.</u><br><u>171111 Preston Road, Dallas, Texas 75248</u>                        |
| Bond Counsel:      | <u>Norton Rose Fulbright US LLP</u><br><u>2200 ross Ave., Suite 3600, Dallas, Texas 75201</u>          |

PASSED AND APPROVED, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST: \_\_\_\_\_

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

(Seal)

# Amarillo City Council Agenda Transmittal Memo



|                     |                                            |                         |                           |
|---------------------|--------------------------------------------|-------------------------|---------------------------|
| <b>Meeting Date</b> | 01/15/2019                                 | <b>Council Priority</b> | Infrastructure Initiative |
| <b>Department</b>   | Capital Projects & Development Engineering |                         |                           |
| <b>Contact</b>      | Kyle Schniederjan, P.E., CP&DE Director    |                         |                           |

## Agenda Caption

CONSIDER AWARD – BEST VALUE BID # 6224  
JOB # 530009, Wastewater Collection Improvements: Northwest Interceptor, FY16/17-20/21  
Community Investment Program  
 McKee Utility Contractors - \$10,650,000.00

## Agenda Item Summary

This item is to consider award of the contract for the construction of a wastewater collection main to serve the northwest area of the City. The project is approximately 5.8 miles of pipe ranging in size from 15-inch to 42-inch diameter. It includes the abandonment of two lift stations by providing gravity service to the medical center. Bids were evaluated on the basis of best value response to the City. The evaluation criteria were 60% price, 30% bidder qualifications, 5% safety record, and 5% construction time. The highest evaluated bidder also had the lowest price.

## Requested Action

Consider approval and award to the highest evaluated respondent. McKee Utility Contractors.

## Funding Summary

Funding for this project is available in Project Number Jobs 530009.17400.1040 and 530009.17400.2040. This project was approved in the FY16/17 CIP, as well as previous years' budgets, and is funded from the water and sewer revenue bonds issued in May 2017.

## Community Engagement Summary

The construction of this project will have minimal impact to the community. City staff and its contractor will update individual affected landowners as the project progresses.

## Staff Recommendation

City Staff is recommending approval and award of the contract.

# Amarillo City Council

## Agenda Transmittal Memo



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|              |                  |                  |                             |
|--------------|------------------|------------------|-----------------------------|
| Meeting Date | January 15, 2019 | Council Priority | Development-Quality of Life |
|--------------|------------------|------------------|-----------------------------|

|            |                      |
|------------|----------------------|
| Department | Development Services |
|------------|----------------------|

### Agenda Caption

Consider Award – Bid No. 6221, Heritage Hills Public Improvement District Landscape/Irrigation/Signage Improvement project:  
Williams Ditching - \$429,601.47

### Agenda Item Summary

This item is to consider award of the construction contract related to Heritage Hills Public Improvement District (PID) entryway and boulevard improvements for the Heritage Hills subdivision. Improvements include plantings and signage at the Heritage Hills entryway (Heritage Hills Pkwy) and sidewalk, landscaping/sod, lighting, and signage within the subdivision along the first phase of Heritage Hills Pkwy. All improvements will be constructed to applicable City standards.

### Requested Action

Consider approval and award to Williams Ditching - \$429,601.47

### Funding Summary

Although funding for this project will ultimately be funded by PID assessment revenue, immediate funding for this construction project will be provided directly by the developer of the Heritage Hills subdivision with the Heritage Hills PID reimbursing the developer at a date to be determined. The City of Amarillo will not be responsible for any funding of this project.

### Community Engagement Summary

The overall project and recommended bid was presented to the Heritage Hills Public Improvement District Advisory Board for review and comment at a public meeting on December 10, 2018. There were no negative comments or concerns provided by the Board.

### Staff Recommendation

Development Services Staff is recommending approval and award of the recommended bid.

| To be awarded as one lot                                    |                | Williams Ditching |           | Tri-State General Contractors |           |
|-------------------------------------------------------------|----------------|-------------------|-----------|-------------------------------|-----------|
| Line 1 Chinese Pistache 3" Caliper, per specifications      |                |                   |           |                               |           |
| 35                                                          | ea             |                   |           |                               |           |
|                                                             | Unit Price     | \$453.340         |           | \$611.00                      |           |
|                                                             | Extended Price |                   | 15,866.90 |                               | 21,385.00 |
| Line 2 Red Oak - 6" Caliper Multi Trunk, per specifications |                |                   |           |                               |           |
| 1                                                           | ea             |                   |           |                               |           |
|                                                             | Unit Price     | \$1,065.490       |           | \$3,647.00                    |           |
|                                                             | Extended Price |                   | 1,065.49  |                               | 3,647.00  |
| Line 3 American Elm - 3" Caliper, per specifications        |                |                   |           |                               |           |
| 30                                                          | ea             |                   |           |                               |           |
|                                                             | Unit Price     | \$416.960         |           | \$850.00                      |           |
|                                                             | Extended Price |                   | 12,508.80 |                               | 25,500.00 |
| Line 4 Cedar Elm - 3" Caliper, per specifications           |                |                   |           |                               |           |
| 42                                                          | ea             |                   |           |                               |           |
|                                                             | Unit Price     | \$350.540         |           | \$606.00                      |           |
|                                                             | Extended Price |                   | 14,722.68 |                               | 25,452.00 |
| Line 5 Vitex - 15 gal, per specifications                   |                |                   |           |                               |           |
| 5                                                           | ea             |                   |           |                               |           |
|                                                             | Unit Price     | \$199.240         |           | \$385.00                      |           |
|                                                             | Extended Price |                   | 996.20    |                               | 1,925.00  |
| Line 6 Desert Willow - 15 gal, per specifications           |                |                   |           |                               |           |
| 10                                                          | ea             |                   |           |                               |           |
|                                                             | Unit Price     | \$212.350         |           | \$274.00                      |           |
|                                                             | Extended Price |                   | 2,123.50  |                               | 2,740.00  |

| To be awarded as one lot                              |                | Williams Ditching | Tri-State General Contractors |          |
|-------------------------------------------------------|----------------|-------------------|-------------------------------|----------|
| Line 7 Dark Night Spirea - 3 gal , per specifications |                |                   |                               |          |
| 193                                                   | ea             |                   |                               |          |
|                                                       | Unit Price     | \$31.270          | \$40.00                       |          |
|                                                       | Extended Price |                   | 6,035.11                      | 7,720.00 |
| Line 8 Andorra Juniper - 3 gal, per specifications    |                |                   |                               |          |
| 147                                                   | ea             |                   |                               |          |
|                                                       | Unit Price     | \$17.710          | \$34.00                       |          |
|                                                       | Extended Price |                   | 2,603.37                      | 4,998.00 |
| Line 9 Red Yucca - 3 gal, per specifications          |                |                   |                               |          |
| 65                                                    | ea             |                   |                               |          |
|                                                       | Unit Price     | \$8.820           | \$53.00                       |          |
|                                                       | Extended Price |                   | 573.30                        | 3,445.00 |
| Line 10 Soft Leaf Yucca - 3 gal, per specifications   |                |                   |                               |          |
| 38                                                    | ea             |                   |                               |          |
|                                                       | Unit Price     | \$15.050          | \$66.00                       |          |
|                                                       | Extended Price |                   | 571.90                        | 2,508.00 |
| Line 11 Salvia Greggii - 3 gal, per specifications    |                |                   |                               |          |
| 239                                                   | ea             |                   |                               |          |
|                                                       | Unit Price     | \$16.260          | \$34.00                       |          |
|                                                       | Extended Price |                   | 3,886.14                      | 8,126.00 |
| Line 12 Miscanthus Grass - 3 gal, per specifications  |                |                   |                               |          |
| 21                                                    | ea             |                   |                               |          |
|                                                       | Unit Price     | \$15.000          | \$81.00                       |          |
|                                                       | Extended Price |                   | 315.00                        | 1,701.00 |

| To be awarded as one lot                                  |                | Williams Ditching | Tri-State General Contractors |           |
|-----------------------------------------------------------|----------------|-------------------|-------------------------------|-----------|
|                                                           |                |                   |                               |           |
| Line 13 Coneflower - 1 gal, per specifications            |                |                   |                               |           |
| 102                                                       | ea             |                   |                               |           |
|                                                           | Unit Price     | \$9.510           | \$23.00                       |           |
|                                                           | Extended Price |                   | 970.02                        | 2,346.00  |
|                                                           |                |                   |                               |           |
| Line 14 Rudbeckia - 1 gal, per specifications             |                |                   |                               |           |
| 66                                                        | ea             |                   |                               |           |
|                                                           | Unit Price     | \$9.240           | \$29.00                       |           |
|                                                           | Extended Price |                   | 609.84                        | 1,914.00  |
|                                                           |                |                   |                               |           |
| Line 15 Russian Sage - 3 gal, per specifications          |                |                   |                               |           |
| 80                                                        | ea             |                   |                               |           |
|                                                           | Unit Price     | \$16.770          | \$44.00                       |           |
|                                                           | Extended Price |                   | 1,341.60                      | 3,520.00  |
|                                                           |                |                   |                               |           |
| Line 16 Knock Out Rose - 3 gal, per specifications        |                |                   |                               |           |
| 51                                                        | ea             |                   |                               |           |
|                                                           | Unit Price     | \$25.200          | \$59.00                       |           |
|                                                           | Extended Price |                   | 1,285.20                      | 3,009.00  |
|                                                           |                |                   |                               |           |
| Line 17 Karl Foerster Grass - 3 gal, per specifications   |                |                   |                               |           |
| 47                                                        | ea             |                   |                               |           |
|                                                           | Unit Price     | \$25.310          | \$52.00                       |           |
|                                                           | Extended Price |                   | 1,189.57                      | 2,444.00  |
|                                                           |                |                   |                               |           |
| Line 18 Mexican Feather Grass - 1 gal, per specifications |                |                   |                               |           |
| 5,988                                                     | ea             |                   |                               |           |
|                                                           | Unit Price     | \$5.580           | \$11.50                       |           |
|                                                           | Extended Price |                   | 33,413.04                     | 68,862.00 |

| To be awarded as one lot                                      | Williams Ditching | Tri-State General Contractors |
|---------------------------------------------------------------|-------------------|-------------------------------|
| Line 19 Landscape Boulders - 300# average, per specifications |                   |                               |
| 148 ea                                                        |                   |                               |
| Unit Price                                                    | \$54.090          | \$151.00                      |
| Extended Price                                                | 8,005.32          | 22,348.00                     |
| Line 20 Fescue Lawn Area - Solid Sod, per specifications      |                   |                               |
| 49,700 sf                                                     |                   |                               |
| Unit Price                                                    | \$0.720           | \$1.75                        |
| Extended Price                                                | 35,784.00         | 86,975.00                     |
| Line 21 Concrete Sidewalk, per specifications                 |                   |                               |
| 17,500 sf                                                     |                   |                               |
| Unit Price                                                    | \$3.160           | \$4.80                        |
| Extended Price                                                | 55,300.00         | 84,000.00                     |
| Line 22 Accessible Ramps and dome Pavers, per specifications  |                   |                               |
| 1 ls                                                          |                   |                               |
| Unit Price                                                    | \$17,194.860      | \$18,865.00                   |
| Extended Price                                                | 17,194.86         | 18,865.00                     |
| Line 23 Bed Preparation , per specifications                  |                   |                               |
| 18,360 sf                                                     |                   |                               |
| Unit Price                                                    | \$1.440           | \$0.40                        |
| Extended Price                                                | 26,438.40         | 7,344.00                      |
| Line 24 Weed Barrier, per specifications                      |                   |                               |
| 18,360 sf                                                     |                   |                               |
| Unit Price                                                    | \$0.140           | \$0.25                        |
| Extended Price                                                | 2,570.40          | 4,590.00                      |

| To be awarded as one lot                           |  | Williams Ditching | Tri-State General Contractors |  |
|----------------------------------------------------|--|-------------------|-------------------------------|--|
|                                                    |  |                   |                               |  |
| Line 25 Crushed Gravel, per specifications         |  |                   |                               |  |
| 18,360 ea                                          |  |                   |                               |  |
| Unit Price                                         |  | \$1.100           | \$1.00                        |  |
| Extended Price                                     |  | 20,196.00         | 18,360.00                     |  |
|                                                    |  |                   |                               |  |
| Line 26 Bed Edging, per specifications             |  |                   |                               |  |
| 1 ls                                               |  |                   |                               |  |
| Unit Price                                         |  | \$30,030.000      | \$15,995.00                   |  |
| Extended Price                                     |  | 30,030.00         | 15,995.00                     |  |
|                                                    |  |                   |                               |  |
| Line 27 Irrigation, per specifications             |  |                   |                               |  |
| 1 ls                                               |  |                   |                               |  |
| Unit Price                                         |  | \$69,945.140      | \$120,742.00                  |  |
| Extended Price                                     |  | 69,945.14         | 120,742.00                    |  |
|                                                    |  |                   |                               |  |
| Line 28 Irrigation Only Meters, per specifications |  |                   |                               |  |
| 1 ls                                               |  |                   |                               |  |
| Unit Price                                         |  | \$12,705.000      | \$4,032.00                    |  |
| Extended Price                                     |  | 12,705.00         | 4,032.00                      |  |
|                                                    |  |                   |                               |  |
| Line 29 Irrigation Permit, per specifications      |  |                   |                               |  |
| 1 ls                                               |  |                   |                               |  |
| Unit Price                                         |  | \$1,732.500       | \$1,715.00                    |  |
| Extended Price                                     |  | 1,732.50          | 1,715.00                      |  |
|                                                    |  |                   |                               |  |
| Line 30 Roundabout Sign, per specifications        |  |                   |                               |  |
| 1 ls                                               |  |                   |                               |  |
| Unit Price                                         |  | \$12,258.250      | \$29,772.00                   |  |
| Extended Price                                     |  | 12,258.25         | 29,772.00                     |  |

| To be awarded as one lot                                |                | Williams Ditching | Tri-State General Contractors |            |
|---------------------------------------------------------|----------------|-------------------|-------------------------------|------------|
| Line 31 Entry Sign, per specifications                  |                |                   |                               |            |
| 1                                                       | Is             |                   |                               |            |
|                                                         | Unit Price     | \$11,084.540      | \$16,572.00                   |            |
|                                                         | Extended Price |                   | 11,084.54                     | 16,572.00  |
| Line 32 Other Signage, per specifications               |                |                   |                               |            |
| 1                                                       | Is             |                   |                               |            |
|                                                         | Unit Price     | \$0.000           | \$750.00                      |            |
|                                                         | Extended Price |                   | -                             | 750.00     |
| Line 33 Building Permit, per specifications             |                |                   |                               |            |
| 1                                                       | Is             |                   |                               |            |
|                                                         | Unit Price     | \$1,732.500       | \$1,000.00                    |            |
|                                                         | Extended Price |                   | 1,732.50                      | 1,000.00   |
| Line 34 Bonds, per specifications                       |                |                   |                               |            |
| 1                                                       | Is             |                   |                               |            |
|                                                         | Unit Price     | \$23,391.900      | \$9,900.00                    |            |
|                                                         | Extended Price |                   | 23,391.90                     | 9,900.00   |
| Line 35 Customer Service Inspection, per specifications |                |                   |                               |            |
| 1                                                       | Is             |                   |                               |            |
|                                                         | Unit Price     | \$1,155.000       | \$500.00                      |            |
|                                                         | Extended Price |                   | 1,155.00                      | 500.00     |
| Bid Total                                               |                | 429,601.47        |                               | 634,702.00 |
| Award to Vendor                                         |                | 429,601.47        |                               |            |

# Amarillo City Council

## Agenda Transmittal Memo



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|              |                  |                  |                             |
|--------------|------------------|------------------|-----------------------------|
| Meeting Date | January 15, 2019 | Council Priority | Development-Quality of Life |
|--------------|------------------|------------------|-----------------------------|

|            |                      |
|------------|----------------------|
| Department | Development Services |
|------------|----------------------|

### Agenda Caption

Consider Award – Bid No. 6241, Greenways Village Park Site Amenities Improvement project: Tri-State Contractors, Inc. - \$807,773

### Agenda Item Summary

This item is to consider award of the construction contract related to Greenways Public Improvement District (PID) improvements within the Greenways Village Park development. The proposed improvements are to be constructed within a 3.5 acre tract at the north end of the easternmost Greenways PID parkway. Improvements include landscaping, sod, concrete walking trails, gazebo, and walkway lighting. All improvements will be constructed to applicable City standards.

### Requested Action

Consider approval and award to Tri-State Contractors, Inc. - \$807,773

### Funding Summary

Although funding for this project will be ultimately be funded by PID assessment revenue, immediate funding for this construction project will be provided directly by the developer of the Greenways subdivision with the Greenways PID reimbursing the developer at a date to be determined. The City of Amarillo will not be responsible for any funding of this project.

### Community Engagement Summary

The overall project and recommended bid was presented to the Greenways Public Improvement District Advisory Board for review and comment at a public meeting on December 6, 2018. There were no negative comments or concerns received and the Board recommended moving forward with the approval and award of the recommended bid.

### Staff Recommendation

Development Services Staff is recommending approval and award of the recommended bid.

| To be awarded as one lot                                                                                                                                                                                                                  | Tri-State General Contracting<br>Group Inc | A & S General Contractors Inc | Plains Builders Inc | Green Plains Design | Custom Gardens |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|-------------------------------|---------------------|---------------------|----------------|
| Line 1 Base Bid, provide all necessary superintendence, labor, tools, equipment, machinery and apparatus, and whatever else may be necessary to complete all the work covered by this proposal within the time stated, per specifications |                                            |                               |                     |                     |                |
| 1 ea                                                                                                                                                                                                                                      |                                            |                               |                     |                     |                |
| Unit Price                                                                                                                                                                                                                                | \$637,273.000                              | \$663,237.00                  | \$657,270.000       | \$739,308.46        | \$815,000.00   |
| Extended Price                                                                                                                                                                                                                            | 637,273.00                                 | 663,237.00                    | 657,270.00          | 739,308.46          | 815,000.00     |
| Line 2 Alternate #1 Provide Pavilion with lighting and landscape - Installed and complete, per specifications                                                                                                                             |                                            |                               |                     |                     |                |
| 1 ea                                                                                                                                                                                                                                      |                                            |                               |                     |                     |                |
| Unit Price                                                                                                                                                                                                                                | \$115,600.000                              | \$114,544.00                  | \$149,830.000       | \$134,897.00        | \$155,000.00   |
| Extended Price                                                                                                                                                                                                                            | 115,600.00                                 | 114,544.00                    | 149,830.00          | 134,897.00          | 155,000.00     |
| Line 3 Alternate #2 Provide sod lawn in leu of seeded lawn - installed and complete, per specifications                                                                                                                                   |                                            |                               |                     |                     |                |
| 1 ea                                                                                                                                                                                                                                      |                                            |                               |                     |                     |                |
| Unit Price                                                                                                                                                                                                                                | \$54,900.000                               | \$56,727.00                   | \$56,727.000        | \$51,569.41         | \$82,000.00    |
| Extended Price                                                                                                                                                                                                                            | 54,900.00                                  | 56,727.00                     | 56,727.00           | 51,569.41           | 82,000.00      |
| Bid Total                                                                                                                                                                                                                                 | 807,773.00                                 | 834,508.00                    | 863,827.00          | 925,774.87          | 1,052,000.00   |
| Award to Vendor                                                                                                                                                                                                                           | \$ 807,773.00                              |                               |                     |                     |                |

# Amarillo City Council

## Agenda Transmittal Memo



|                     |                  |                         |                      |
|---------------------|------------------|-------------------------|----------------------|
| <b>Meeting Date</b> | January 15, 2019 | <b>Council Priority</b> | Economic Development |
|---------------------|------------------|-------------------------|----------------------|

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

### Agenda Caption

Approval – East Gateway Tax Reinvestment Zone #2 Developer Agreement for Route 66 Amarillo, LLC:

This item approves a Tax Increment Reinvestment Zone (TIRZ) #2 Developer Agreement for the Route 66 Amarillo, LLC hotel project to be located at 7775 Interstate 40. The agreement is for a 50% annual property tax rebate for ten years. The rebate is contingent upon certain deadlines for building permit issuance and certificate of occupancy, as well as additional streetscape standards required between the hotel site and the Big Texan tract to the west.

### Agenda Item Summary

On December 20, 2018 the Board of Directors of Tax Increment Reinvestment Zone (TIRZ) #2 (the Board), Amarillo, Texas considered requests for TIRZ incentives associated with 7775 Interstate 40, a commercial development project.

This project is for a hotel, Home2 Suites by Hilton. There will be 75,000 square feet of hotel construction on 2.6 acres of land. The 4-story facility will include 123 suites featuring kitchens with refrigerators, microwaves, and dishwashers. The hotel will also have a business center, outdoor patio, workout room, with a swimming pool and hot tub. The property will also feature over 40 trees and flower beds, along with sidewalk access to be built linking to the Big Texan with streetscape components. Total construction cost will be over 9 million and will create 25 full time jobs.

TIRZ assistance (in the form of a property tax rebate) is requested to encourage the project being built within the TIRZ boundary and to aide with cost of streetscaping to the Big Texan property. Such TIRZ participation is consistent with the policy goals of the TIRZ Project and Financing Plan.

The Tax Reimbursement Developer Agreement stipulates a 50% reimbursement of annual increment generated by the project's ad valorem tax revenue above base year 2019, for ten years with approval conditions. Building permit is required within 6 months of council approval and subject to receiving a Certificate of Occupancy 2 years after issuance of the building permit. The streetscaping to the Big Texan would also be required as part of the incentive package.

Attached is the term sheet and developer agreement, which has been reviewed and approved by the City Attorney's office.

### Requested Action

Approve as presented. This was approved unanimously by the TIRZ #2 board during their December 20, 2018 Board meeting. It was also presented to the Potter County Commissioners for comment on January 14, 2019.

### Funding Summary

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

### Community Engagement Summary

Public TIRZ Board meeting held on December 20, 2018.

### Staff Recommendation

Staff recommends approval as presented.

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

This DEVELOPER AGREEMENT ("Agreement") is entered into by and between the **TAX INCREMENT REINVESTMENT ZONE NUMBER TWO, CITY OF AMARILLO, TEXAS** (the "Zone"), by and through its administrative board appointed in accordance with Chapter 311 of the Texas Tax Code (the "Act") to oversee the administration of the Zone, a reinvestment zone designated by ordinance of the City of Amarillo, Texas ("City") in accordance with the Act, and Route 66 Amarillo, LLC (Developer).

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

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

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

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

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

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

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

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

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

**Section 1. Site**

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

**Section 2. Project & Financing**

The project involves development of a 75,000 square foot building on a vacant lot located at 7775 E. IH 40 into a hotel (the "Private Improvements"), which are more particularly described on Exhibit B.

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

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

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

Subject to all limitations and conditions precedent contained in this Agreement and the attached exhibits, Zone agrees to provide: annual reimbursement to Developer of fifty percent (50%) reimbursement of the annual ad valorem tax increment from participating taxing entities that is generated by the Property's ad valorem tax revenue for a term not to exceed ten (10) years after the terms stated herein. The reimbursement is contingent upon: (i) a building permit issued within six months of City Council approval of developer agreement; (ii) certificate of occupancy received within two years of building permit issuance; and (iii) Acceptable streetscape be installed offsite between the hotel site and the Big Texan Tract in accordance with requirements or plans specified in the attached Exhibit C.

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

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

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

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

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

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

### **Section 5. Term**

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

### **Section 6. Exhibits**

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

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

It is expressly understood and agreed by the parties that if the performance of any obligation hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, governmental restrictions, regulations, or interferences, delays caused by the franchise utilities (SPS/Xcel Electric, Southwestern Bell Telephone, Atmos Gas, Suddenlink Cable or their Contractors or other utilities or their contractors), fire or other casualty, court injunction, necessary

condemnation proceedings, acts of the other party, its affiliates/related entities and/or their contractors, or any actions or inactions of third parties or other circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such design or construction requirement shall be extended for a period of time equal to the period such party was delayed.

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

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

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

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

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

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

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

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

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

#### **Section 12. Notices**

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

**If intended for Zone, to:**

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

**If intended for Developer, to:**

Route 66 Amarillo, LLC  
Dipakkumar Patel, Managing Member  
12 Western Plaza Drive  
Amarillo, TX 79109

**Copy to:**

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

**Copy to:**

Same as Developer

**Section 12. Severability**

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

**Section 13. Counterparts & Signatures**

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

**Section 14. Captions**

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

**Section 15. Successors and Assigns**

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

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

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

**Section 17. Entire Agreement**

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

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

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

Route 66 Amarillo, LLC

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

Date \_\_\_\_\_

By: \_\_\_\_\_  
Dipakkumar Patel  
Managing Member

Date \_\_\_\_\_

CITY OF AMARILO, TEXAS

APPROVED AS TO FORM FOR CITY &  
ZONE

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

Date \_\_\_\_\_

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

Date \_\_\_\_\_

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

A map of the area around 7775 Interstate 40. The map shows a network of streets and highways. A red line outlines a large area, likely a school district boundary. A yellow callout box points to a specific location on Interstate 40, labeled "7775 INTERSTATE 40". The map includes a north arrow in the bottom right corner. The following streets are labeled:

- SE 10TH AVE
- SE 11TH AVE
- SE 12TH AVE
- SE 13TH AVE
- SE 14TH AVE
- SE 15TH AVE
- SE 16TH AVE
- SE 17TH AVE
- SE 18TH AVE
- SE 19TH AVE
- SE 20TH AVE
- SE 21ST AVE
- SE 22ND AVE
- SE 23RD AVE
- SE 24TH AVE
- SE 25TH AVE
- SE 26TH AVE
- SE 27TH AVE
- SE 28TH AVE
- SE 29TH AVE
- SE 30TH AVE
- SE 31ST AVE
- SE 32ND AVE
- SE 33RD AVE
- SE 34TH AVE
- SE 35TH AVE
- SE 36TH AVE
- SE 37TH AVE
- SE 38TH AVE
- SE 39TH AVE
- SE 40TH AVE
- SE 41ST AVE
- SE 42ND AVE
- SE 43RD AVE
- SE 44TH AVE
- SE 45TH AVE
- SE 46TH AVE
- SE 47TH AVE
- SE 48TH AVE
- SE 49TH AVE
- SE 50TH AVE
- SE 51ST AVE
- SE 52ND AVE
- SE 53RD AVE
- SE 54TH AVE
- SE 55TH AVE
- SE 56TH AVE
- SE 57TH AVE
- SE 58TH AVE
- SE 59TH AVE
- SE 60TH AVE
- SE 61ST AVE
- SE 62ND AVE
- SE 63RD AVE
- SE 64TH AVE
- SE 65TH AVE
- SE 66TH AVE
- SE 67TH AVE
- SE 68TH AVE
- SE 69TH AVE
- SE 70TH AVE
- SE 71ST AVE
- SE 72ND AVE
- SE 73RD AVE
- SE 74TH AVE
- SE 75TH AVE
- SE 76TH AVE
- SE 77TH AVE
- SE 78TH AVE
- SE 79TH AVE
- SE 80TH AVE
- SE 81ST AVE
- SE 82ND AVE
- SE 83RD AVE
- SE 84TH AVE
- SE 85TH AVE
- SE 86TH AVE
- SE 87TH AVE
- SE 88TH AVE
- SE 89TH AVE
- SE 90TH AVE
- SE 91ST AVE
- SE 92ND AVE
- SE 93RD AVE
- SE 94TH AVE
- SE 95TH AVE
- SE 96TH AVE
- SE 97TH AVE
- SE 98TH AVE
- SE 99TH AVE
- SE 100TH AVE

**7775 Interstate 40 and legally described as:**

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

**SECTION 1. IMPROVEMENTS TO BE CONSTRUCTED**

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

|                          |                                                                                                      |
|--------------------------|------------------------------------------------------------------------------------------------------|
| Business/Land Use        | 75,000 square foot hotel                                                                             |
| Other improvements       | Site, and public right-of-way improvements                                                           |
| Streetscape Improvements | Sidewalks, lighting, utilities, and landscaping including off-site connecting to the Big Texan tract |

**SECTION 2. FINANCIAL ANALYSIS**

Analysis indicates the financial feasibility of the Project is negatively affected due to the scope of the Project with additional streetscape elements included and location within the zone versus elsewhere in the City of Amarillo. The proposed assistance will encourage and support the Project and is consistent with the goals of the Zone. Making grants and loans from the TIF of the Zone will serve those ends.

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

**SECTION 3. DEVELOPER'S OBLIGATIONS**

As conditions precedent to the Zone making any payment from the TIF to Developer, the Developer must:

- Secure not less than \$9,000,000 in private investment for the Project on the Property.
- Installation of off-site streetscape elements between the Hotel and Big Texan tract, meeting the minimum standards of Exhibit C
- Comply with all terms, conditions, and obligations of this Exhibit B and the Agreement to which it is attached.
- Obtain a Certificate of Occupancy for the building two years after City Council approval of developer agreement.
- Anticipate the first reimbursement no earlier than June 1, 2024 based on 2023 property tax statements depending on project completion date. There will be no reimbursement until a Certificate of Occupancy is issued, all taxes on the Property are paid to current, and all other conditions of this exhibit and the Agreement are satisfied.

[THIS SPACE LEFT BLANK INTENTIONALLY]

## **EXHIBIT C**

### **STREETSCAPE STANDARDS**

#### **Pedestrian Light Standards**

- Lights shall be spaced approximately midway between trees, with maximum spacing of 50 feet. Allowances will be made for minor deviation for obstructions such as driveways, fire hydrants, utility poles, etc.
- All lighting within walkways shall cast a white light.

#### **Sidewalk Standards**

- All sidewalks shall have a minimum width of 7 feet of linear unobstructed pedestrian way.
- Sidewalks shall be concrete, brick, high quality concrete pavers, or a combination of these. Incorporating brick in sidewalks is encouraged.
- Synthetic surface treatments are not allowed.
- Asphalt is not allowed.

#### **Street Tree Standards**

- Street trees shall be deciduous in order to provide shade in the summer and light in the winter.
- Permanent Irrigation shall be provided to ensure the life of the tree.
- Trees shall be pruned to a clearance height of 7 feet above the ground. Exceptions may be made for newly planted trees.
- Trees shall be selected to fit the size and scale of the setting at maturity.
- Trees shall be a minimum of 3-inch caliper. 4 inch or larger caliper is encouraged.
- Planting distance shall be a maximum of 25 feet. Exceptions may be made to accommodate curb cuts, fire hydrants, fixed infrastructure elements, and primary building entrances.
- Trees shall be planted flush with the sidewalk surface using tree grates or planting wells. Tree grates shall be adjustable to allow for tree growth and shall be securely attached. Tree grate openings shall meet ADA standards. Planting wells shall be planted with plants that are hardy in the Amarillo area and shall be maintained.
- If infrastructure prevents the use of at-grade planting, a raised planter may be used. Other techniques will be considered on a case-by-case basis.
- The use of root barriers is encouraged to prevent sidewalk damage as the trees grow.

Approved Tree List: Shumard Red Oak, Shademaster Honey Locust, Lace Bark Elm, Cedar Elm, Burr Oak, Chinese Pistache.

Alternative trees may be approved by City staff, as long as they meet the intent of the tree standards listed above.

#### **Walkway Furnishings**

- A minimum of two benches shall be required along or adjacent to the installed sidewalk.
- Benches shall be constructed of quality, durable material.

#### **Notes**

- Where TxDOT does not allow infrastructure or additional streetscape elements in the right-of-way, such elements shall be installed on private property.
- All proposed streetscape improvements shall be reviewed and approved by the City of Amarillo.