

STATE OF TEXAS
COUNTY OF BELL

THIS AGREEMENT is made and entered into this 10th day of August 2021, by and between the City of Killeen, a municipal corporation, organized and existing under laws of the State of Texas, acting through its City Manager or other duly authorized designee, hereinafter referred to as the "Owner" and Thirkettle Corporation dba Aqua-Metric Sales Company, of the City of Selma, County of Bexar, and the State of Texas, hereinafter referred to as the "CONTRACTOR."

In consideration of the promises, performances, payments, and agreements set forth herein CONTRACTOR hereby agrees to deliver:

Bid # 21-31 Water Meters and all Work in accordance with the, Invitation to Bid and Addenda (if applicable), which are incorporated herein by reference and made a part hereof and which have been prepared by the **City of Killeen** and approved by OWNER, and OWNER agrees to pay the CONTRACTOR the amount of:

	<u>Description</u>	<u>Estimated Qty</u>	<u>U.O.M.</u>	<u>Unit Price</u>
1.	5/8" x 3/4" iPERL meter	5000	Ea	\$85.98
2.	1" iPERL meter	100	Ea	\$136.70

Contractor hereby agrees to deliver the products described above after the date contained in the notice of award given to CONTRACTOR and within the manufacturer's approximated delivery times (currently 6-8 weeks) from the date of CONTRACTOR's receipt of OWNER's purchase order.

Neither party shall be held liable for delay in fulfilling or failure to fulfill its obligations under this Agreement, if such delay or failure is caused by events beyond the reasonable control of such party, including, without limitation, natural calamity, acts of God, terrorist events, pandemic, epidemic, or delays in product shipment caused by any of the preceding events. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this Agreement.

Contract term shall be for a one (1) year period and may be extended for an additional two (2), one (one) year period(s) if so agreed to by both parties.

Waiver of any breach of the Contract shall not constitute waiver of any subsequent breach.

OWNER agrees to pay CONTRACTOR from available funds for performance of the Contract in accordance with the Bid and the provisions of the Contract Documents, subject to additions and deductions, as provided therein.

The OWNER's payment obligations are payable only and solely from funds available for the purposes of this Agreement. Although drafted by the OWNER, this Agreement, in event of any disputes over its meaning or application, shall be interpreted fairly and reasonably, and neither more strongly for nor against either party.

OWNER

By: _____

City of Killeen

Date

Title of Signatory

By: _____

City Attorney

Date

CONTRACTOR

By:  _____

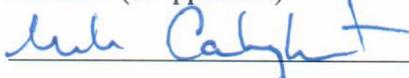
July 14, 2021

Date

Kristy Segarra
Printed Name of Signatory

Manager, Bids and Proposals
Title of Signatory, Authorized Representative

ATTEST (as applicable)

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