

STATE OF TEXAS
COUNTY OF BELL

THIS AGREEMENT is made and entered into this 26 day of October, 2022, 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 Ferguson Enterprises LLC, of the City of Killeen, County of Bell, 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 # 23-02 Water & Sewer Supply Items 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 total amount of:

	<u>Item</u>	<u>Bid Unit Price</u>
1.	3/4" Endopure Poly Tubing/300' Rolls	\$ 0.48
2.	1" Endopure Poly Tubing/300' Rolls	\$ 0.75
3.	4" C900 (DR 18) water pipe	\$ 8.63
4.	6" C900 (DR 18) water pipe	\$ 17.64
5.	8" C-900 (DR 18) water pipe	\$ 30.24
6.	10" C-900 (DR 18) water pipe	\$ 45.39
7.	12" C-900 (dr 18) water pipe	\$ 63.90
8.	4" SDR 35 Sewer pipe	\$ 3.41
9.	6" SDR 26 Sewer Pipe	\$ 10.49
10.	3' Fire Hydrant	\$ 2,574.92
11.	3 1/2' Fire Hydrant	\$ 2,637.68
12.	4' Fire Hydrant	\$ 2,700.45
13.	4 1/2' Fire Hydrant	\$ 2,763.22
14.	5' Fire Hydrant	\$ 2,825.99
15.	5 1/2' Fire Hydrant	\$ 2,888.76
16.	6' Fire Hydrant	\$ 2,951.53
17.	7' Fire Hydrant	\$ 3,077.06
18.	6" Mueller Hydrant Extension Kit	\$ 449.33
19.	12" Mueller Hydrant Extension Kit	\$ 520.00
24.	6" American- Darling Hydrant Extension Kit	\$ 444.93
25.	12" American-Darling Hydrant Extension Kit	\$ 519.72
27.	Mueller Traffic Safety Flange Repair Kit	\$ 241.33
29.	American-Darling Traffic Safety Repair Kit	\$ 268.37
30.	2" Flush Hydrant (K77 Mainguard Post Hydrant)	\$ 959.00
34.	2" Brass Meter Flange	\$ 79.31
36.	1-1/2" Brass Meter Flange	\$ 60.76
37.	3/4" x 1/8" Meter Gaskets	\$ 0.22
40.	3/4" Small Plastic Water Meter Box D1300 STD plastic, rectangular, black box with black plastic lid and plastic reader (AMI COMPATIBLE LID) 12" x 17" x 12" or 12" H x 12 5/16" W x 17 9/16" L	\$ 20.49

41.	Small meter box lid only D-1200 black plastic with CI reader. (AMI COMPATIBLE LID)	\$	11.75
42.	1-1/2 - 2" Large Meter Box-plastic, rectangular, black box with black plastic lid and plastic reader. (AMI COMPATIBLE LID)	\$	275.74
43.	1" Medium Meter Box-plastic, rectangular, black box with black plastic lid and plastic reader. (AMI COMPATIBLE LID)	\$	101.60
44.	6" x 3/4" C-900 Hinged Tapping Saddle with cc Thread	\$	53.88
45.	6" x 1" C-900 Hinged Tapping Saddle with cc Thread	\$	53.88
46.	8" x 3/4" C-900 Hinged Tapping Saddle with cc Thread	\$	75.39
47.	8" x 1" C-900 Hinged Tapping Saddle with cc Thread	\$	75.39
48.	2" x 1" Tapping Saddle (2.90 o.d.)	\$	27.42
49.	6" x 2" Tapping Saddle (6.63 o.d.)	\$	101.66
50.	8" x 2" Tapping Saddle	\$	107.78
51.	3/4" Ball Angle Stop Reduced Port Q-nut compression by Meter Nut w/Lock Wing	\$	48.18
52.	3/4" x 5/8" x 2 1/2" Meter Coupling	\$	10.56
53.	3/4" x 3/4" x 1" Tee (Q-nut compression)	\$	51.06
54.	3/4" Corp. stop (ball valve) Q-nut by cc Thread Male	\$	52.48
55.	1" Corp. Stop (ball valve) Q-nut by cc Thread Male	\$	69.01
56.	2" Corp. Stop (ball valve) Q-nut by cc Thread Male	\$	255.81
57.	2" Angle Stop (ball valve) Q-nut by 2" Meter Flange w/Lock Wing	\$	361.75
58.	1" Angle Stop Ball Valve Q-nut Compression by 1" Meter Nut w/Lock Wing	\$	110.57
59.	1 1/2" Corp. Stop (ball valve) Q-nut by cc Thread Male	\$	154.67
60.	1 1/2" Angle Stop (ball valve) Q-nut by 1 1/2" Meter Flange w/Lock Wing	\$	284.98
61.	3/4" Stainless Steel Inserts	\$	2.03
62.	1" Stainless Steel Inserts	\$	2.18
64.	3/4" 3 Part Union Q-nut Compression Ends	\$	19.80
65.	1" 3 Part Union Q-nut Compression Ends	\$	22.60
66.	3/4" Ball Angle Stop Reduced Port Flare by Meter Nut w/Lock Wing	\$	47.29
67.	2" Hymax Coupling	\$	124.84
68.	6" Hymax Coupling	\$	279.47
69.	8" Hymax Coupling	\$	315.54
70.	10" Hymax Coupling	\$	405.91
71.	12" Hymax Coupling	\$	479.11
72.	6" Solid Sleeve	\$	107.80
73.	8" Solid Sleeve	\$	173.25
74.	10" Solid Sleeve	\$	220.35

75.	12" Solid Sleeve	\$ 278.85
76.	2"x 7.5" Full Circle Clamp (2.35 - 2.63 o. d.)	\$ 86.48
77.	2"x12.5" Full Circle Clamp (2.35 - 2.63 o. d.)	\$ 141.22
78.	6"x 7.5" Full Circle Clamp (6.84 - 7.64 o. d.)	\$ 186.75
79.	6"x 12.5" Full Circle Clamp (6.84 - 7.64 o.d.)	\$ 322.58
80.	8"x7.5" Full Circle Clamp (8.99 - 9.79 o.d.)	\$ 209.08
81.	10"x7.5" Full Circle Clamp (11.60 - 12.40 o.d.)	\$ 308.35
82.	12"x7.5" Full Circle Clamp (14.00 - 14.40 o.d.)	\$ 355.29
83.	6"x 7.5"x ¾" Full Circle Tap(6.84 - 7.64 o.d.)	\$ 215.17
84.	6"x 12.5"x ¾" Full Circle Tap(6.84 - 7.64 o.d.)	\$ 344.12
85.	2" MJ Kit W/Gland	\$ 20.53
87.	6" MJ/MJ Gate Valve	\$ 745.00
88.	6" MJ/FLG Gate Valve	\$ 745.00
89.	8" MJ/MJ Gate Valve	\$ 1,195.00
90.	8" MJ/FLG Gate Valve	\$ 1,195.00
91.	6" MJ Kit W/Gland	\$ 34.10
92.	8" MJ Kit W/Gland	\$ 37.40
93.	10" MJ Kit W/Gland	\$ 53.90
94.	12" MJ Kit W/Gland	\$ 55.55
95.	6" Anchor Coupling (DI)	\$ 193.60
96.	13" Hydrant Coupling	\$ 193.60
97.	Valve Box bottom only-BH-70 5-/4" CI	\$ 42.86
98.	Valve Box Lid Only-BH-70	\$ 17.14
99.	4" Clay to PVC Non-Shear Coupling	\$ 33.20
100.	6" Clay to PVC Non-Shear Coupling	\$ 55.98

Delivery is expected within seven (7) business days after the order is placed.

Contract term shall be for a six (6) month period and may be extended for an additional three (3), six (six) month 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.

Texas law provides that a governmental entity may not enter into certain contracts for goods and services with a company unless the company provides written verification regarding aspects of the company's business dealings.

- Texas Government Code, Chapter 2271 – the company must verify that it does not boycott Israel and will not boycott Israel during the term of the contract. *Boycott Israel is defined in Government Code Chapter 808.*
- Texas Government Code, Chapter 2274 – the company must verify that it does not boycott energy companies and will not boycott energy companies during the term of the contract. *Boycott energy company is defined in Government Code Chapter 809.*

- o Texas Government Code, Chapter 2274 – the company must verify that it does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Verification is not required from a sole source provider. *Discriminate, firearm entity and firearm trade association are defined in Government Code Chapter 2274.*

Affected by the above statutes are contracts 1) with a company with ten (10) or more full-time employees, and 2) valued at \$100,000 or more to be paid wholly or partly from public funds. A contract with a sole proprietorship is not included.

By signing below, I verify that the company listed below does not boycott Israel, does not boycott energy companies and does not discriminate against firearms entities or firearm trade associations and will not do so during the term of the contract entered into with the City of Killeen. I further certify that I am authorized by the company listed below to make this verification.

OWNER

By: _____
City of Killeen

Date

Title of Signatory

By: _____
City Attorney

Date

CONTRACTOR

By: Corey Ivie

9-23-2022
Date

Corey Ivie
Printed Name of Signatory

General Manager
Title of Signatory, Authorized Representative

ATTEST (as applicable)

STATE OF TEXAS
COUNTY OF BELL

THIS AGREEMENT is made and entered into this 26 day of October, 2022, 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 Zenner USA Inc., of the City of Killeen, County of Bell, 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 # 23-02 Water & Sewer Supply Items 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 for the unit cost of the items listed below, as ordered during the term of this agreement.

	<u>Item</u>	<u>Bid Unit Price</u>
31.	1-1/2" Ultrasonic Meter w/Flange Ends (AMI Compatible)	\$ 232.64
32.	2" Ultrasonic Meter w/Flange Ends (AMI Compatible)	\$ 302.30
33.	2" Meter Flange Gasket & Bolt Pack (w/o brass flange)	\$ 6.80
35.	1-1/2" Meter Flange Gasket & Bolt Pack (w/o brass flange)	\$ 6.50

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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.

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By signing below, I verify that the company listed below does not boycott Israel, does not boycott energy companies and does not discriminate against firearms entities or firearm trade associations and will not do so during the term of the

contract entered into with the City of Killeen. I further certify that I am authorized by the company listed below to make this verification.

OWNER

By: _____
City of Killeen

Date

Title of Signatory

By: _____
City Attorney

Date

CONTRACTOR

By: Richard Sanders
Digitally signed by Richard Sanders
Date: 2022.09.20 15:59:38 -05'00'

9/20/22

Date

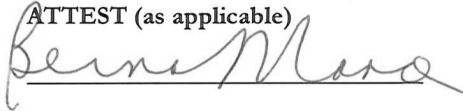
Richard Sanders

Printed Name of Signatory

President

Title of Signatory, Authorized Representative

ATTEST (as applicable)



Berni Mora