

LETTER OF AGREEMENT

This Letter of Agreement ("Agreement") is entered into by and between the City of Killeen ("City") and Austin Armature Works, LP ("Contractor"); collectively, the "Parties".

In consideration of the premises and of the mutual covenants and agreements contained in this Agreement, the Parties hereby agree as follows:

Scope of Agreement. The purpose of this Agreement is to enlist the services of the Contractor to:

Provide labor and material to install three (3) pumps at Pump Station No. 4, per Buyboard contract 672-22; as more thoroughly described in the Quote, attached hereto as Attachment A (the "Project").

Term of Agreement. This Agreement shall become effective on the date that the last required signature is affixed and shall automatically terminate after twelve (12) months.

Consideration. Contractor agrees to provide the services stated above:

_____ at the rate of \$ per hour;

for the lump sum payment of \$ 114,968.00.

_____ for progress payments in the total amount not to exceed \$.

Independent Contractor. Contractor shall act as an Independent Contractor. Under no circumstances shall Contractor be deemed an employee or partner of Owner.

Applicable Laws. Contractor shall follow all applicable local, State, and Federal laws, regulations, and requirements for the abatement and disposal of lead, asbestos, and other routinely encountered hazardous substances. If any unusual substances or extraordinary amounts of the aforementioned substances are encountered, the Contractor will contact the City to contact the State and the relevant agency with authority for regulation of the substance.

Standard of Care. The standard of care for all professional engineering and related services performed or furnished by Contractor under this Agreement will be the care and skill ordinarily used by members of the Contractor's profession practicing under similar circumstances at the same time and in the same locality.

Insurance. Contractor shall procure and maintain insurance in the following amounts:

Worker's Compensation	Statutory
Automobile Liability	\$500,000 Combined single Limit for each accident (Bodily injury and property damage).
General Liability	\$1,000,000 each occurrence (Bodily injury and property damage).
Professional Liability	\$1,000,000 general aggregate.

On all policies, except Worker's Compensation and Professional Liability, City shall be listed as an additional insured with a full waiver of subrogation. A certificate of coverage shall be provided to the City prior to commencing work on the Project.

Subcontracts and Assignments. Contractor's rights and obligations hereunder are deemed to be personal and may not be transferred or assigned. Any assignments shall be void and of no effect.

Indemnification. To the fullest extent permitted by law, City or Contractor, as applicable, shall indemnify and hold harmless the other party, and the other party's officers, directors, partners and employees from and against any and all costs, losses and damages (including, without limitation, all fees and charges of attorneys and other professionals, and all court or dispute resolutions costs) caused by the negligent acts or omissions of the City or Contractor, as applicable, or their respective officers, directors, partners, employees and consultants with respect to the performance under this Agreement or the Project.

Termination. This Agreement may be terminated by either party for cause upon thirty (30) calendar days' written notice, provided such cause cannot be reasonably cured within such thirty (30) day period. City may terminate this Agreement for convenience effective upon receipt of written notice declaring the same and Contractor shall be compensated for all work completed at that time in accordance with this Agreement.

Texas Law. This Agreement shall be subject to and governed by the laws of the State of Texas. The Parties agree that for venue purposes, any and all lawsuits, disputes, or causes of action shall be in Bell County, Texas.

Severability. If any provision of this Agreement shall, for any reason, be held to violate any applicable law, then the invalidity of such a specific provision in this Agreement shall not be held to invalidate the remaining provisions of this Agreement.

Survival. Any provision of this Agreement providing for indemnity, insurance or a duty that necessarily will not be completed until after the expiration or termination of this Agreement shall continue in full force and effect until such a time as all duties have been fully performed.

Non-waiver. Failure to enforce any provision of this Agreement by either party shall not constitute a waiver of that provision for purposes of the subsequent enforcement of that provision or the remainder of this Agreement.

Contract Verification. Texas law provides that a governmental entity may not enter into contracts over for goods and services valued at \$100,000 or more with a company that employs at least 10 full-time employees unless the company provides written verification regarding aspects of the company's business dealings. By signing, Contractor agrees to the following:

- Texas Government Code, Chapter 2271 – Contractor must verify that it does not boycott Israel and will not boycott Israel during the term of the contract. Boycott Israel is defined in Texas Government Code Chapter 808.
- Texas Government Code, Chapter 2274 – Contractor 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. Discriminate, firearm entity and firearm trade association are defined in Texas Government Code Chapter 2274.
- Texas Government Code, Chapter 2276 – Contractor 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 Texas Government Code Chapter 809.

Entire Agreement. This Agreement shall represent the entire agreement by and between the Parties and it may not be changed except by written amendment duly executed by all Parties.

SIGNED, ACCEPTED, AND AGREED to by the undersigned Parties, on the dates indicated, who acknowledge that they have read and understand this Agreement and that the Agreement is issued in accordance with local, State, and Federal laws, and the undersigned Parties hereby execute this legal document voluntarily and of their own free will.

City

Contractor

Kent Cagle Date
City Manager

Clayton Tischler Digitally signed by Clayton Tischler
Date: 2024.07.19 08:52:17 -05'00'

[Name]

Date

Executive Officer

[Title]

Quote



Austin Armature Works, LP
 496 Commercial drive, Buda, TX 78610
 Phone (512)312 0088 Fax (512)312 0988

Contact

Alexander Tucker

Customer Number

000833

Quote Date

6/7/2024

Quote Number

NSQ23862

Quote To:

CITY OF KILLEEN Water & Sewer Dept
 Attn: ACCTS PAYABLE
 101 N College St
 KILLEEN, TX 76542
 (254) 634-2191 x

Ship To:

CITY OF KILLEEN
 805 W. Jasper Drive
 KILLEEN, TX 76542
 (254) 634-2140 x

FOB

Ship Via

Terms

Quoted By

Customer RFQ

Customer PO

Net 30

Jozua van der Merwe

Product ID	Qty	Description	Sales Price		Total
Pump, Custom Build	2	Buyboard 672-22 Estimated lead time 22-30 weeks ARO Fairbanks Split case Pump Bare Pump Only, no coupling, base, motor, or coupling guard Impeller Diameter Selection Criteria: Impeller diameter calculated from 2250 USgpm and 220 Ft Flow: 2250.0 US gpm Head: 220.0 ft Impeller diameter: 16.8750 inches - based on curve data Speed: 1775 RPM Pump: 6"1825 - Split case, Model 1820, NSF 61/372 Certified Casing: Cast iron, ASTM A48 Impeller: Alpha nickel aluminum bronze Shaft: Stainless steel, 416 Case wear ring: Stainless Steel, AISI 416 Shaft sleeve: Stainless steel, AISI 316 Gland material: Cast Iron A48 Gland hardware: Gland hardware - stainless steel eyebolts and nuts Sealing: Mechanical Seal, John Crane, Type 21; hot water, 225 °F max; Buna-N, Carbon, Ceramic, 18-8 SS Flush lines: 1/4" Stainless Steel (316) Tubing, from volute to stuffing Special Coating: Epoxy-phenolic coating (Tnemec 69) , includes option 54L surface prep (SSPC-SP10) - 54B	53,530.00	30.00% DISC.	74,942.00

Quote is valid until 8/30/2024

Pump, Custom Build	1	Buyboard 672-22 Estimated lead time 22-30 weeks ARO Fairbanks Split case Pump Bare Pump Only, no coupling, base, motor, or coupling guard Selection Criteria: Impeller diameter calculated from 2550 Usgpm and 220 Ft Flow: 2550 Usgpm Head: 220 Ft	33,470.00	20.00% DISC.	26,776.00
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SIGNATURE: _____

DATE: _____

PO# (IF NOT ALREADY ISSUED):

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 496 Commercial drive, Buda, TX 78610
 Phone (512)312 0088 Fax (512)312 0988

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Jozua van der Merwe

Product ID	Qty	Description	Sales Price	Total
		Impeller Diameter: 16.00 inch Pump Speed: 1785 RPM Product: 6 inch, 2824C Horizontal split case pump, Standard construction Rotation: Clockwise Rotation : For Potable Water applications with Chlorinated water Casing Material: Cast Iron, A48 CL30 Impeller Material: Nickel Aluminum Bronze, ASTM B148 C95800 Shaft Material: 416SS Shaft Sleeve Material: 400 SS (190-241 BHN) Shaft Sleeve Case Wear Ring Material: 416 SS Casing Wear Ring Impeller Wear Ring Material: 416 SS Impeller Wear Ring Dynamic Balancing: Dynamic Balance Bearing Housing: Grease Lubricated Sealing: Crane Type 21 Code BF171 Sealing Faces: Carbon - Ceramic Surface Prep: SSPC-SP6, Commercial Blast Cleaning Prime Coat: Modified Alkyd Enamel Prime Coat Color: Pentair Blue		
Quote is valid until 8/30/2024				
Labor	3	Buyboard 672-22 Labor to install Pump on existing skid Includes all gaskets and bolt kits Includes alignment of motor Includes start up verification of pump Reuse existing coupling and element Does not include new motor installation Valves must be able to function and completely shut off water supply to pump	3,250.00	9,750.00

SIGNATURE: _____ DATE: _____

PO# (IF NOT ALREADY ISSUED):

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 496 Commercial drive, Buda, TX 78610
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Contact

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Product ID	Qty	Description	Sales Price	Total
Freight	1	Estimated Freight/delivery Charges	3,500.00	3,500.00

Subtotal:	114,968.00
Freight:	0.00
Other:	0.00
0.0000 % Sales Tax 1:	0.00
0.0000 % Sales Tax 2:	0.00
Total:	114,968.00

SIGNATURE: _____ DATE: _____

PO# (IF NOT ALREADY ISSUED):



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/19/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER



Hank Gerdes State Farm
610 Main St Ste 1
Buda, TX 78610

CONTACT NAME: Hank Gerdes

PHONE (A/C, No, Ext): 512-295-4265

FAX (A/C, No): 512-295-9837

E-MAIL ADDRESS: hank@hankgerdes.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : State Farm Mutual Automobile Insurance Company

25178

INSURER B :

INSURER C :

INSURER D :

INSURER E :

INSURER F :

INSURED

Austin Armature Works, LP
496 Commercial Drive
Buda, TX 78610

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	351 0025-D01-53N	10/01/2023	10/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in Nh) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder, City of Killeen is listed as an additional insured on the above policies with a waiver of subrogation in place on a primary and non-contributory basis where required by contract. Ten day cancellation notice provided for non pay. Thirty day cancellation notice provided for termination or non renewal of policies.

CERTIFICATE HOLDER

City of Killeen
101 N College St
Killeen, TX 76542

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

DESCRIPTIONS (Continued from Page 1)

blanket waiver of subrogation endorsement is provided to the Certificate Holder in regard to the general liability and workers compensation policies when required by written contract.