

STATE OF TEXAS
COUNTY OF BELL

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, 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 Aqua-Metric Sales Co, of the City of Selma, Counties of Guadalupe and the State of Texas, hereinafter referred to as the "CONTRACTOR."

WITNESSETH: That for and in consideration of the promises, performances, payments, and agreements hereinafter mentioned, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Bid # 24-01 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 following unit prices to CONTRACTOR :

Item #	Description	Qty	U.O.M.	Unit Cost	Plant Location
35	5/8"X3/4" polymer composite static meter with TRPL connector	6000	Ea.	\$ 111.54	
38	1" polymer composite static meter with TRPL connector	100	Ea.	\$ 173.07	

Line items per outlined attached bid tabulation are based upon estimated quantities only and are not guaranteed.

Per referenced Bid # 24-01, Water & Sewer Supply Items - Specifications

Term of Contract and Option to Extend:

This contract shall be effective for one (1) year upon execution by the City of Killeen. The City anticipates that contract will be renewed pursuant to the availability of funds and at the discretion of the City.

- A. **Option Clause:** It is agreed that the City will have the option to extend the contract for up to one (1) additional one (1) year term. This option will occur automatically at the end of the previous term unless the City / Contractor serve notice 60 days prior to contract termination or the end of any extension period. The option to extend will not be considered if funding is unavailable or if the contractor's past performance is not within the industry standard.
- B. **Escalation Clause:** Should market conditions prevail which dictate an increase, the contractor may submit documentation requesting permission to increase pricing no later than 90 days prior to the end of each one (1) year of contract. If the contractor fails to give timely notice, price may not be increased. Escalation may only occur after the initial one (1) year of contract or after extension renewal and only upon securing the approval of the City in writing. Requests for price adjustments must be solely for the purpose of accommodating an increase in the contractor's cost, not profits.

After the exhaustion of the entire contract term, the City may request up to an additional sixty (60) days past any contract term to advertise and award a new bid for such items without any pricing adjustments.

Pricing & Term Renewals:

- A. Pricing shall reflect the full Scope defined herein, inclusive of all associated cost for delivery, labor, insurance, taxes, overhead, and profit.

- B. Bidder shall quote unit pricing in accordance with the itemized listing of products or contracts segments using the following format.

Any request in price change with supporting documentation shall be sent to:

**City of Killeen
Attn: Purchasing Division
802 N. 2nd Street
Building E, 2nd Floor
Killeen, TX 76541**

On the envelope place “Price Change Notification Bid No. 24-01

If during any term of this contract, the bidder should enter into any contract with another municipality within Texas for commodities or services with similar scope of work with rates more favorable than those granted to the City of Killeen, the bidder agrees to modify this contract to include such more favorable rates.

Acknowledgement – “Boycott Israel”

By signing and submitting this bid the vendor hereby verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. Boycotting Israel is defined in Texas Government Code section 808.001 to mean refusing to deal with, terminating business activities with, or taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Acknowledgement – “Boycott Energy Companies”

By signing and submitting this bid the vendor hereby verifies 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 section 809.001 to mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A).

Acknowledgement – “Prohibition on contracts with companies that discriminate against firearm and ammunition industries”

By signing and submitting this bid the vendor hereby verifies 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 against a firearm entity or a firearm trade association are defined in Texas Government Code section 2274.001 as (A) with respect to the entity or association, to (i) refuse to engage in the trade of any goods or services; (ii) refrain from continuing an existing business relationship; (iii) terminate an existing business relationship; or (iv) otherwise express a prejudice against the entity or association; and (B) does not include the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories.

Cooperative Governmental Purchasing Notice

Other governmental entities maintaining interlocal agreements with the City, may desire, but are not obligated, to purchase goods and services defined in this ITB from the successful Bidder. All purchases by governmental entities, other than the City, will be billed directly to and paid by that governmental entity. The City will not be responsible for another governmental entity's debts. Each governmental entity will place their own orders with the successful

Bidder and be responsible for ensuring full compliance with the ITB specifications. Prior to other governmental entities placing orders, the City will notify the successful Bidder of their intent.

Please indicate below if you will permit other governmental entities to purchase from your agreement with the City.

☐ **Yes, Others can purchase** ☐ **No, Only the City can purchase.**

The City reserves the right to purchase all material / services from the next most responsible bidder for failure to provide specified material / services in the contract at time of order or if materials are not available at time requested.

Contractor hereby agrees to abide by all requirements signed in Bid # 24-01

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

CONTRACTOR

By: _____
City of Killeen

By: _____

Date

Date

Title of Signatory

Printed Name of Signatory

By: _____
City Attorney

Title of Signatory, Authorized Representative

Date

ATTEST (as applicable)

STATE OF TEXAS COUNTY
OF BELL

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, 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 Benchmark Supply Co, of the City of Liberty Hill, Counties of Williamson, and the State of Texas, hereinafter referred to as the "CONTRACTOR."

WITNESSETH: That for and in consideration of the promises, performances, payments, and agreements hereinafter mentioned, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Bid # 24-01 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 following unit prices to CONTRACTOR :

Item #	Description	Qty	U.O.M	Unit Price	Plant Location
1	¾" Endopure Poly Tubing/300' Rolls	600	Ft.	\$ 0.30	
2	1" Endopure Poly Tubing/300' Rolls	600	Ft.	\$ 0.60	
7	12" C-900 (dr 18) water pipe	125	Ft.	\$ 45.00	
10	8" SDR 26 Sewer Pipe	250	Ft.	\$ 13.15	
21	6" Clow Hydrant Extension Kit	7	Ea.	\$ 400.00	
22	12" Clow Hydrant Extension Kit	10	Ea.	\$ 600.00	
23	6" M&H Hydrant Extension Kit	5	Ea.	\$ 400.00	
24	12" M&H Hydrant Extension Kit	5	Ea.	\$ 600.00	
28	4" Valve Box Riser	10	Ea.	\$ 30.00	
29	6" Valve Box Riser	8	Ea.	\$ 40.00	
30	Clow Traffic Safety Flange Repair Kit	10	Ea.	\$ 150.00	
31	M&H Traffic Safety Flange Repair Kit	10	Ea.	\$ 150.00	
34	2" Flush Hydrant (K77 Mainguard Post Hydrant)	5	Ea.	\$ 650.00	
44	2" Meter Flange Gasket & Bolt Pack (w/o brass flange)	50	Ea.	\$ 4.55	
48	¾" x 1/8" Meter Gaskets	1500	Ea.	\$ 0.09	
51	1-1/2 - 2" Large Meter Box. DFW1730wbc -18-1KF 63D rectangular with black plastic lid With resessed hole for AMI antenna.	5	Ea.	\$ 250.00	
52	1" Medium Meter Box. DFW1600.12.1T 63D rectangular with black plastic lid With resessed hole for AMI antenna.	5	Ea.	\$ 30.00	
67	1" Angle Stop Ball Valve Q-nut Compression by 1" Meter Nut w/Lock Wing	7	Ea.	\$ 70.00	
72	2" x 2" Tees (MJ)	5	Ea.	\$ 68.15	
73	¾" 3 Part Union Q-nut Compression Ends	50	Ea.	\$ 7.00	
74	1" 3 Part Union Q-nut Compression Ends	50	Ea.	\$ 10.00	
79	10" Hymax Coupling	5	Ea.	\$ 365.30	
80	12" Hymax Coupling	5	Ea.	\$ 442.00	

81	6" Solid Sleeve	10	Ea.	\$ 95.60	
82	8" Solid Sleeve	10	Ea.	\$ 150.55	
83	10" Solid Sleeve	5	Ea.	\$ 180.50	
84	12" Solid Sleeve	5	Ea.	\$ 240.90	
101	2" MJ Kit Less Gland	12	Ea.	\$ 12.00	
102	6" MJ Kit Less Gland	12	Ea.	\$ 20.00	
103	8" MJ Kit Less Gland	12	Ea.	\$ 22.50	
104	10" MJ Kit Less Gland	5	Ea.	\$ 30.00	
107	2" MJ 90° Ductile Iron	10	Ea.	\$ 55.00	
113	6" Anchor Coupling (DI)	3	Ea.	\$ 130.70	
116	Valve Box Lid only (7¾")	8	Ea.	\$ 17.00	

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Per referenced Bid # 24-01, Water & Sewer Supply Items - Specifications

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- A. **Option Clause:** It is agreed that the City will have the option to extend the contract for up to one (1) additional one (1) year term. This option will occur automatically at the end of the previous term unless the City / Contractor serve notice 60 days prior to contract termination or the end of any extension period. The option to extend will not be considered if funding is unavailable or if the contractor's past performance is not within the industry standard.
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On the envelope place "Price Change Notification Bid No. 24-01"

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Acknowledgement – “Boycott Israel”

By signing and submitting this bid the vendor hereby verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. Boycotting Israel is defined in Texas Government Code section 808.001 to mean refusing to deal with, terminating business activities with, or taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Acknowledgement – “Boycott Energy Companies”

By signing and submitting this bid the vendor hereby verifies 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 section 809.001 to mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A).

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Contractor hereby agrees to abide by all requirements signed in Bid # 24-01

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OWNER

By: _____

City of Killeen

Date

Title of Signatory

By: _____

City Attorney

Date

CONTRACTOR

By: _____

Date

Printed Name of Signatory

Title of Signatory, Authorized Representative

ATTEST (as applicable)

STATE OF TEXAS COUNTY
OF BELL

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, 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 Core & Main LP, of the City of Meridian, Counties of Ada, and the State of Texas, hereinafter referred to as the "CONTRACTOR."

WITNESSETH: That for and in consideration of the promises, performances, payments, and agreements hereinafter mentioned, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Bid # 24-01 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 following unit prices to CONTRACTOR :

Item #	Description	Qty	U.O.M	Unit Price	Plant Location
25	6" American- Darling Hydrant Extension Kit	5	Ea.	\$ 320.00	
26	12" American-Darling Hydrant Extension Kit	5	Ea.	\$ 373.00	
33	American-Darling Traffic Safety Repair Kit	10	Ea.	\$ 198.00	
53	6" x ¾" C-900 Hinged Tapping Saddle with cc Thread	25	Ea.	\$ 53.30	
54	6" x 1" C-900 Hinged Tapping Saddle with cc Thread	25	Ea.	\$ 53.30	
55	8" x ¾" C-900Hinged Tapping Saddle with cc Thread	10	Ea.	\$ 74.60	
56	8" x 1" C-900 Hinged Tapping Saddle with cc Thread	10	Ea.	\$ 74.60	
58	6" x 2" Tapping Saddle (6.63 o.d.)	2	Ea.	\$ 100.57	
59	8" x 2" Tapping Saddle	2	Ea.	\$ 103.69	
62	¾" x ¾" x 1" Tee (Q-nut compression)	50	Ea.	\$ 47.61	
63	¾" Corp. stop (ball valve) Q-nut by cc Thread Male	50	Ea.	\$ 48.94	
64	1" Corp. Stop (ball valve) Q-nut by cc Thread Male	50	Ea.	\$ 64.35	
65	2" Corp. Stop (ball valve) Q-nut by cc Thread Male	12	Ea.	\$ 238.53	
68	1 ½" Corp. Stop (ball valve) Q-nut by cc Thread Male	5	Ea.	\$ 144.21	
70	¾" Stainless Steel Inserts	375	Ea.	\$ 1.45	
71	1" Stainless Steel Inserts	375	Ea.	\$ 1.53	
75	¾" Ball Angle Stop Reduced Port Flare by Meter Nut w/Lock Wing	50	Ea.	\$ 45.15	
76	2" Hymax Coupling	10	Ea.	\$ 107.60	
77	6" Hymax Coupling	25	Ea.	\$ 235.18	
78	8" Hymax Coupling	15	Ea.	\$ 266.33	

Line items per outlined attached bid tabulation are based upon estimated quantities only and are not guaranteed.

Per referenced Bid # 24-01, Water & Sewer Supply Items - Specifications

Term of Contract and Option to Extend:

This contract shall be effective for one (1) year upon execution by the City of Killeen. The City anticipates that contract will be renewed pursuant to the availability of funds and at the discretion of the City.

- A. **Option Clause:** It is agreed that the City will have the option to extend the contract for up to one (1) additional one (1) year term. This option will occur automatically at the end of the previous term unless the City / Contractor serve notice 60 days prior to contract termination or the end of any extension period. The option to extend will not be considered if funding is unavailable or if the contractor's past performance is not within the industry standard.
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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: _____

Date

Printed Name of Signatory

Title of Signatory, Authorized
Representative

ATTEST (as applicable)

STATE OF TEXAS COUNTY
OF BELL

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, 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, Counties of Bell, and the State of Texas, hereinafter referred to as the "CONTRACTOR."

WITNESSETH: That for and in consideration of the promises, performances, payments, and agreements hereinafter mentioned, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Bid # 24-01 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 following unit prices to CONTRACTOR :

Item #	Description	Qty	U.O.M	Unit Price	Plant Location
3	4" C900 (DR 18) water pipe	80	Ft.	\$ 6.15	
4	6" C900 (DR 18) water pipe	250	Ft.	\$ 12.58	
5	8" C-900 (DR 18) water pipe	150	Ft.	\$ 21.56	
6	10" C-900 (DR 18) water pipe	80	Ft.	\$ 32.34	
8	4" SDR 35 Sewer pipe	1500	Ft.	\$ 2.43	
9	6" SDR 26 Sewer Pipe	250	Ft.	\$ 7.48	
11	3' Fire Hydrant : Clow, Mueller or American Darling	2	Ea.	\$ 2,574.00	
12	3 ½' Fire Hydrant : Clow, Mueller or American Darling	2	Ea.	\$ 2,637.00	
13	4' Fire Hydrant : Clow, Mueller or American Darling	2	Ea.	\$ 2,700.00	
14	4 ½' Fire Hydrant : Clow, Mueller or American Darling	2	Ea.	\$ 2,763.00	
15	5' Fire Hydrant : Clow, Mueller or American Darling	2	Ea.	\$ 2,826.00	
16	5 ½' Fire Hydrant : Clow, Mueller or American Darling	2	Ea.	\$ 2,889.00	
17	6' Fire Hydrant : Clow, Mueller or American Darling	2	Ea.	\$ 2,951.00	
18	7' Fire Hydrant : Clow, Mueller or American Darling	2	Ea.	\$ 3,077.00	
19	6" Mueller Hydrant Extension Kit	12	Ea.	\$ 449.00	
20	12" Mueller Hydrant Extension Kit	10	Ea.	\$ 520.00	
31	Mueller Traffic Safety Flange Repair Kit	10	Ea.	\$ 241.00	
49	3/4" Small Plastic Water Meter Box DFW 1300-12-1T 63D plastic, rectangular, black box with black plastic lid with recessed hole for AMI antenna. 12" x 17" x 12" or 12" H x 12 5/16" W x 17 9/16" L	500	Ea.	\$ 24.00	

57	2" x 1" Tapping Saddle (2.90 o.d.)	2	Ea.	\$ 24.00	
61	¾" x 5/8" x 2 ½" Meter Coupling	375	Ea.	\$ 9.10	
66	2" Angle Stop (ball valve) Q-nut by 2" Meter Flange w/Lock Wing	12	Ea.	\$ 335.00	
69	1 ½" Angle Stop (ball valve) Q-nut by 1 ½" Meter Flange w/Lock Wing	5	Ea.	\$ 263.00	
96	6" MJ/MJ Gate Valve	7	Ea.	\$ 779.00	
97	6" MJ/FLG Gate Valve	5	Ea.	\$ 779.00	
98	8" MJ/MJ Gate Valve	2	Ea.	\$ 1,239.00	
99	8" MJ/FLG Gate Valve	2	Ea.	\$ 1,239.00	
106	12" MJ/MJ Gate Valve	2	Ea.	\$ 2,439.00	

Line items per outlined attached bid tabulation are based upon estimated quantities only and are not guaranteed.

Per referenced Bid # 24-01, Water & Sewer Supply Items - Specifications

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This contract shall be effective for one (1) year upon execution by the City of Killeen. The City anticipates that contract will be renewed pursuant to the availability of funds and at the discretion of the City.

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- B. **Escalation Clause:** Should market conditions prevail which dictate an increase, the contractor may submit documentation requesting permission to increase pricing no later than 90 days prior to the end of each one (1) year of contract. If the contractor fails to give timely notice, price may not be increased. Escalation may only occur after the initial one (1) year of contract or after extension renewal and only upon securing the approval of the City in writing. Requests for price adjustments must be solely for the purpose of accommodating an increase in the contractor's cost, not profits.

After the exhaustion of the entire contract term, the City may request up to an additional sixty (60) days past any contract term to advertise and award a new bid for such items without any pricing adjustments.

Pricing & Term Renewals:

- A. Pricing shall reflect the full Scope defined herein, inclusive of all associated cost for delivery, labor, insurance, taxes, overhead, and profit.
- B. Bidder shall quote unit pricing in accordance with the itemized listing of products or contracts segments using the following format.

Any request in price change with supporting documentation shall be sent to:

**City of Killeen
Attn: Purchasing Division
802 N. 2nd Street
Building E, 2nd Floor
Killeen, TX 76541**

On the envelope place "Price Change Notification Bid No. 24-01"

If during any term of this contract, the bidder should enter into any contract with another municipality within Texas

for commodities or services with similar scope of work with rates more favorable than those granted to the City of Killeen, the bidder agrees to modify this contract to include such more favorable rates.

Acknowledgement – “Boycott Israel”

By signing and submitting this bid the vendor hereby verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. Boycotting Israel is defined in Texas Government Code section 808.001 to mean refusing to deal with, terminating business activities with, or taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Acknowledgement – “Boycott Energy Companies”

By signing and submitting this bid the vendor hereby verifies 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 section 809.001 to mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A).

Acknowledgement – “Prohibition on contracts with companies that discriminate against firearm and ammunition industries”

By signing and submitting this bid the vendor hereby verifies 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 against a firearm entity or a firearm trade association are defined in Texas Government Code section 2274.001 as (A) with respect to the entity or association, to (i) refuse to engage in the trade of any goods or services; (ii) refrain from continuing an existing business relationship; (iii) terminate an existing business relationship; or (iv) otherwise express a prejudice against the entity or association; and (B) does not include the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories.

Cooperative Governmental Purchasing Notice

Other governmental entities maintaining interlocal agreements with the City, may desire, but are not obligated, to purchase goods and services defined in this ITB from the successful Bidder. All purchases by governmental entities, other than the City, will be billed directly to and paid by that governmental entity. The City will not be responsible for another governmental entity's debts. Each governmental entity will place their own orders with the successful

Bidder and be responsible for ensuring full compliance with the ITB specifications. Prior to other governmental entities placing orders, the City will notify the successful Bidder of their intent.

Please indicate below if you will permit other governmental entities to purchase from your agreement with the City.

☐ **Yes, Others can purchase** ☐ **No, Only the City can purchase.**

The City reserves the right to purchase all material / services from the next most responsible bidder for failure to provide specified material / services in the contract at time of order or if materials are not available at time requested.

Contractor hereby agrees to abide by all requirements signed in Bid # 24-01

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: _____

Date

Printed Name of Signatory

Title of Signatory, Authorized
Representative

ATTEST (as applicable)

STATE OF TEXAS COUNTY
OF BELL

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, 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 Fortiline Inc., of the City of Hewitt, Counties of Mclennan, and the State of Texas, hereinafter referred to as the "CONTRACTOR."

WITNESSETH: That for and in consideration of the promises, performances, payments, and agreements hereinafter mentioned, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Bid # 24-01 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 following unit prices to CONTRACTOR :

Item #	Description	Qty	U.O.M	Unit Price	Plant Location
27	2" valve Box Riser	12	Ea.	\$ 21.75	
41	1-1/2" X 13" Ultrasonic Meter w/Flange Ends and TRPL connector	5	Ea.	\$ 571.00	
42	2" X 17" Ultrasonic Meter w/Flange Ends and TRPL connector	8	Ea.	\$ 738.00	
45	2" Brass Meter Flange	12	Ea.	\$ 33.85	
46	1-1/2" Meter Flange Gasket & Bolt Pack (w/o brass flange)	25	Ea.	\$ 5.63	
47	1-1/2" Brass Meter Flange	12	Ea.	\$ 28.44	
50	Small meter box lid only. DFW1200-1T 63D- Lid black plastic With resessed hole for AMI antenna.	100	Ea.	\$ 9.74	
60	¾" Ball Angle Stop Reduced Port Q-nut compression by Meter Nut w/Lock Wing	150	Ea.	\$ 44.92	
85	2"x 7.5" Full Circle Clamp (2.35 - 2.63 o. d.)	10	Ea.	\$ 52.36	
86	2"x12.5" Full Circle Clamp (2.35 - 2.63 o. d.)	10	Ea.	\$ 79.03	
87	6"x 7.5" Full Circle Clamp (6.84 - 7.64 o. d.)	15	Ea.	\$ 86.70	
88	6"x 12.5" Full Circle Clamp (6.84 - 7.64 o.d.)	15	Ea.	\$ 120.38	
89	8"x7.5" Full Circle Clamp (8.99 - 9.79 o.d.)	4	Ea.	\$ 88.28	
90	10"x7.5" Full Circle Clamp (11.60 - 12.40 o.d.)	3	Ea.	\$ 121.49	
91	12"x7.5" Full Circle Clamp (14.00 - 14.40 o.d.)	2	Ea.	\$ 121.49	
92	6"x 7.5"x ¾" Full Circle Tap(6.84 - 7.64 o.d.)	10	Ea.	\$ 96.77	
93	6"x 12.5"x ¾" Full Circle Tap(6.84 - 7.64 o.d.)	10	Ea.	\$ 136.39	

94	2" MJ Kit W/Gland	15	Ea.	\$ 19.48	
100	6" MJ Kit W/Gland	12	Ea.	\$ 32.99	
105	12" MJ Kit Less Gland	5	Ea.	\$ 31.88	
108	3" Hymax Coupling	12	Ea.	\$ 174.96	
109	4" Hymax Coupling	6	Ea.	\$ 224.21	
110	8" MJ Kit W/Gland	12	Ea.	\$ 34.48	
111	10" MJ Kit W/Gland	5	Ea.	\$ 52.48	
112	12" MJ Kit W/Gland	5	Ea.	\$ 51.48	
114	6"x13" Hydrant Coupling	3	Ea.	\$ 169.48	
115	Valve Box W/Lid 10"(box) 7¾"(lid)	10	Ea.	\$ 52.00	
117	4" Clay to PVC Non Shear Coupling	10	Ea.	\$ 26.38	
118	6" Clay to PVC Non Shear Coupling	10	Ea.	\$ 44.38	
119	8" Clay to PVC Non Shear Coupling	10	Ea.	\$ 49.38	

Line items per outlined attached bid tabulation are based upon estimated quantities only and are not guaranteed.

Per referenced Bid # 24-01, Water & Sewer Supply Items - Specifications

Term of Contract and Option to Extend:

This contract shall be effective for one (1) year upon execution by the City of Killeen. The City anticipates that contract will be renewed pursuant to the availability of funds and at the discretion of the City.

- A. **Option Clause:** It is agreed that the City will have the option to extend the contract for up to one (1) additional one (1) year term. This option will occur automatically at the end of the previous term unless the City / Contractor serve notice 60 days prior to contract termination or the end of any extension period. The option to extend will not be considered if funding is unavailable or if the contractor's past performance is not within the industry standard.
- B. **Escalation Clause:** Should market conditions prevail which dictate an increase, the contractor may submit documentation requesting permission to increase pricing no later than 90 days prior to the end of each one (1) year of contract. If the contractor fails to give timely notice, price may not be increased. Escalation may only occur after the initial one (1) year of contract or after extension renewal and only upon securing the approval of the City in writing. Requests for price adjustments must be solely for the purpose of accommodating an increase in the contractor's cost, not profits.

After the exhaustion of the entire contract term, the City may request up to an additional sixty (60) days past any contract term to advertise and award a new bid for such items without any pricing adjustments.

Pricing & Term Renewals:

- A. Pricing shall reflect the full Scope defined herein, inclusive of all associated cost for delivery, labor, insurance, taxes, overhead, and profit.
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Attn: Purchasing Division
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Building E, 2nd Floor
Killeen, TX 76541**

On the envelope place "Price Change Notification Bid No. 24-01

If during any term of this contract, the bidder should enter into any contract with another municipality within Texas for commodities or services with similar scope of work with rates more favorable than those granted to the City of Killeen, the bidder agrees to modify this contract to include such more favorable rates.

Acknowledgement – “Boycott Israel”

By signing and submitting this bid the vendor hereby verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. Boycotting Israel is defined in Texas Government Code section 808.001 to mean refusing to deal with, terminating business activities with, or taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Acknowledgement – “Boycott Energy Companies”

By signing and submitting this bid the vendor hereby verifies 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 section 809.001 to mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A).

Acknowledgement – “Prohibition on contracts with companies that discriminate against firearm and ammunition industries”

By signing and submitting this bid the vendor hereby verifies 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 against a firearm entity or a firearm trade association are defined in Texas Government Code section 2274.001 as (A) with respect to the entity or association, to (i) refuse to engage in the trade of any goods or services; (ii) refrain from continuing an existing business relationship; (iii) terminate an existing business relationship; or (iv) otherwise express a prejudice against the entity or association; and (B) does not include the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories.

Cooperative Governmental Purchasing Notice

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Contractor hereby agrees to abide by all requirements signed in Bid # 24-01

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

OWNER agrees to pay CONTRACTOR from available finds 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.

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OWNER

CONTRACTOR

By: _____
City of Killeen

By: _____

Date

Date

Title of Signatory

Printed Name of Signatory

By: _____
City Attorney

Title of Signatory, Authorized Representative

Date

ATTEST (as applicable)

STATE OF TEXAS COUNTY
OF BELL

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, 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 HydroPro Solutions, of the City of Georgetown, Counties of Williamson, and the State of Texas, hereinafter referred to as the "CONTRACTOR."

WITNESSETH: That for and in consideration of the promises, performances, payments, and agreements hereinafter mentioned, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Bid # 24-01 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 following unit prices to CONTRACTOR :

Item #	Description	Qty	U.O.M	Unit Price	Plant Location
43	3" X 17" Ultrasonic Meter w/Flange Ends and TRPL connector	5	Ea.	\$ 1,648.43	

Line items per outlined attached bid tabulation are based upon estimated quantities only and are not guaranteed.

Per referenced Bid # 24-01, Water & Sewer Supply Items - Specifications

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OWNER

By: _____
City of Killeen

Date

Title of Signatory

By: _____
City Attorney

Date

CONTRACTOR

By: _____

Date

Printed Name of Signatory

Title of Signatory, Authorized
Representative

ATTEST (as applicable)