This Letter of Agreement, for the purchase of materials ("Agreement"), is entered into by and between the City of Killeen ("City") and ACT Pipe & Supply, Inc ("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:

<u>Scope of Agreement.</u> The purpose of this Agreement is to enlist the services of the Contractor to:

Provide the following materials at the anticipated quantity and agreed upon unit price (the "Project") as submitted within Bid # 26-03 Water & Sewer Supply Items:

Item#	Descriptions of Product/Services	Est Qty	U.O.M	<b>Unit Price</b>	<b>Total Cost</b>
12	3' Fire Hydrant : Clow	2	Ea.	\$2,664.45	\$5,328.90
14	3½′ Fire Hydrant : Clow	2	Ea.	\$2,731.91	\$5,463.82
16	4' Fire Hydrant : Clow	2	Ea.	\$2,794.91	\$5,589.82
20	5' Fire Hydrant : Clow	2	Ea.	\$2,924.09	\$5,848.18
22	5 ½' Fire Hydrant : Clow	2	Ea.	\$2,989.00	\$5,978.00
24	6' Fire Hydrant : Clow	2	Ea.	\$3,053.91	\$6,107.82
26	7' Fire Hydrant : Clow	2	Ea.	\$3,183.73	\$6,367.46
27	6" Mueller Hydrant Extension Kit	12	Ea.	\$373.44	\$4,481.28
28	12" Mueller Hydrant Extension Kit	10	Ea.	\$439.77	\$4,397.70
29	6" Clow Hydrant Extension Kit	7	Ea.	\$349.35	\$2,445.45
30	12" Clow Hydrant Extension Kit	10	Ea.	\$411.40	\$4,114.00
31	6" M&H Hydrant Extension Kit	5	Ea.	\$323.72	\$1,618.60
32	12" M&H Hydrant Extension Kit	5	Ea.	\$369.07	\$1,845.35
	6" American- Darling Hydrant Extension				
33	Kit	5	Ea.	\$239.83	\$1,199.15
	12" American-Darling Hydrant Extension				
34	Kit	4	Ea.	\$278.84	\$1,115.36
38	Clow Traffic Safety Flange Repair Kit	10	Ea.	\$181.33	\$1,813.30
40	M&H Traffic Safety Flange Repair Kit	10	Ea.	\$131.00	\$1,310.00
41	American-Darling Traffic Safety Repair Kit	10	Ea.	\$160.56	\$1,605.60
133	Valve Box W/Lid 10"(box) 7¾"(lid)	10	Ea.	\$43.97	\$439.70

The above quantities are anticipated quantities only and are not guaranteed. The City reserves the right to purchase materials from the next most responsible vendor for failure to provide specified material in the Agreement at time of order or if materials are not available at time requested.

<u>Term of Agreement.</u> This Agreement shall become effective \_\_\_\_\_ and shall automatically terminate after one year. After the Agreement terminates, the City may request up to an additional sixty (60) days past any contract term to advertise an award a new bid for such items without pricing adjustments.

<u>Consideration.</u> City agrees to pay for the materials as ordered during the term of the Agreement for the unit price specified above. This contract is a commitment of the City's current revenues only as appropriated by the City's governing body for the current fiscal year.

<u>Cooperative Governmental Purchasing Notice</u>. Other governmental entities maintaining interlocal agreements with the City, may desire, but are not obligated, to purchase goods and services defined in this Agreement. 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 Contractor and be responsible for ensuring full compliance with the Agreement. Prior to other governmental entities placing orders, the City will notify Contractor of their intent.

Contractor hereby permits does not permit other governmental entities the ability to purchase pursuant to this Agreement.

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

<u>Applicable Laws.</u> 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.

<u>Subcontracts and Assignments</u>. 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.

<u>Indemnification.</u> 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.

<u>Termination</u>. 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.

<u>Texas Law.</u> 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.

<u>Severability</u>. 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.

<u>Survival</u>. 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.

<u>Non-waiver</u>. 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.

<u>Contract Verification</u>. 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 with the following provisions:

- 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 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 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 Government Code Chapter 809.

<u>Entire Agreement</u>. 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.

City	Contractor		
Kent Cagle City Manager	Date	[Name] [Title]	Date

This Letter of Agreement, for the purchase of materials ("Agreement"), is entered into by and between the City of Killeen ("City") and APSCO Supply, Inc ("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:

<u>Scope of Agreement.</u> The purpose of this Agreement is to enlist the services of the Contractor to:

Provide the following materials at the anticipated quantity and agreed upon unit price (the "Project") as submitted within **Bid # 26-03 Water & Sewer Supply Items:** 

Item#	Descriptions of Product/Services	Est Qty	U.O.M	<b>Unit Price</b>	<b>Total Cost</b>
9	6" SDR 26 Sewer Pipe	250	Ft.	\$4.72	\$1,180.00
10	8" SDR 26 Sewer Pipe	250	Ft.	\$8.57	\$2,142.50
	Small meter box lid only. DFW1200-1T 63D-				
	Lid black plastic With resessed hole for				
56	AMI antenna.	100	Ea.	\$8.35	\$835.00
81	2" x 2" Tees (MJ)	5	Ea.	\$97.31	\$486.55
116	2" MJ Kit W/Gland	15	Ea.	\$16.11	\$241.65
121	6" MJ Kit W/Gland	12	Ea.	\$27.06	\$324.72
134	Valve Box Lid only (7¾")	8	Ea.	\$13.00	\$104.00
135	4" Clay to PVC Non Shear Coupling	10	Ea.	\$6.20	\$62.00
136	6" Clay to PVC Non Shear Coupling	10	Ea.	\$13.25	\$132.50
137	8" Clay to PVC Non Shear Coupling	10	Ea.	\$21.96	\$219.60

The above quantities are anticipated quantities only and are not guaranteed. The City reserves the right to purchase materials from the next most responsible vendor for failure to provide specified material in the Agreement at time of order or if materials are not available at time requested.

<u>Term of Agreement.</u> This Agreement shall become effective	and shall automatically
terminate after one year. After the Agreement terminates, the	City may request up to an additional sixty
(60) days past any contract term to advertise an award a new bio	d for such items without pricing adjustments.

<u>Consideration.</u> City agrees to pay for the materials as ordered during the term of the Agreement for the unit price specified above. This contract is a commitment of the City's current revenues only as appropriated by the City's governing body for the current fiscal year.

<u>Cooperative Governmental Purchasing Notice.</u> Other governmental entities maintaining interlocal agreements with the City, may desire, but are not obligated, to purchase goods and services defined in this Agreement. 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 Contractor and be responsible for ensuring full compliance with the Agreement. Prior to other governmental entities placing orders, the City will notify Contractor of their intent.

Contractor hereby	permits	does not pe	rmit other	governmental	entities	the ability	to pur	chase
pursuant to this Agreem	ent.							

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.

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.

<u>Termination</u>. 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 with the following provisions:

- 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 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 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 Government Code Chapter 809.

<u>Entire Agreement</u>. 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.

City		
Date	[Name] [Title]	Date
	Date	Date [Name] [Title]

This Letter of Agreement, for the purchase of materials ("Agreement"), is entered into by and between the City of Killeen ("City") and Ferguson Waterworks ("Contractor"); collectively, the "Parties".

<u>Scope of Agreement.</u> The purpose of this Agreement is to enlist the services of the Contractor to:

Provide the following materials at the anticipated quantity and agreed upon unit price (the "Project") as submitted within **Bid # 26-03 Water & Sewer Supply Items:** 

Item#	Descriptions of Product/Services	Est Qty	U.O.M	Unit Price	Total Cost
	34" Endopure Poly Tubing/300' Rolls(Blue				
1	SDR 9, 250 psi)	600	Ft.	\$.30	\$180.00
	1" Endopure Poly Tubing/300' Rolls(Blue				
2	SDR 9, 250 psi)	600	Ft.	\$.45	\$270.00
5	8" C-900 (DR 18) water pipe	150	Ft.	\$11.60	\$1,740.00
6	10" C-900 (DR 18) water pipe	80	Ft.	\$25.44	\$2,035.20
8	4" SDR 35 Sewer pipe	1500	Ft.	\$1.93	\$2,895.00
11	3' Fire Hydrant : Mueller	2	Ea.	\$2,657.87	\$5,315.74
13	3 ½' Fire Hydrant : Mueller	2	Ea.	\$2,721.45	\$5,442.90
15	4' Fire Hydrant : Mueller	2	Ea.	\$2,785.25	\$5,570.50
17	4½' Fire Hydrant : Mueller	2	Ea.	\$2,848.73	5697.46
19	5' Fire Hydrant :Mueller	2	Ea.	\$2,912.37	\$5,824.74
21	5½' Fire Hydrant : Mueller	2	Ea.	\$2,975.91	\$5,951.82
23	6' Fire Hydrant : Mueller	2	Ea.	\$3,039.38	\$6,078.76
25	7' Fire Hydrant :Mueller	2	Ea.	\$3,166.55	\$6,333.10
35	2" valve Box Riser	12	Ea.	\$21.53	\$258.36
36	4" Valve Box Riser	10	Ea.	\$34.55	\$345.50
	1-1/2" X 13" Ultrasonic Meter w/Flange				
47	Ends with TRPL connector	5	Ea.	\$721.35	\$3,606.75
	2" X 17" Ultrasonic Meter w/Flange Ends				
48	with TRPL connector	8	Ea.	\$914.85	\$7,318.80
	3" X 17" Ultrasonic Meter w/Flange Ends				
49	with TRPL connector	5	Ea.	\$1,418.85	\$7,094.25
54	3/4" x 1/8" Meter Gaskets	1500	Ea.	\$.08	\$120.00
	1-1/2 - 2" Large Meter Box. DFW1730wbc -				
	18-1KF 63D rectangular with black plastic				
57	lid With resessed hole for AMI antenna.	5	Ea.	\$267.60	\$1,338.00
	1" Medium Meter Box. DFW1600.12.1T				
	63D rectangular with black plastic lid With				
58	resessed hole for AMI antenna.	5	Ea.	\$36.76	\$183.80
71	¾" x ¾" x 1" Tee (Q-nut compression)	50	Ea.	\$48.94	\$2,447.00
	2" Corp. Stop (ball valve) Q-nut by cc				
74	Thread Male	12	Ea.	\$253.68	\$3,044.16

Item#	Descriptions of Product/Services	Est Qty	U.O.M	Unit Price	<b>Total Cost</b>
	2" Angle Stop (ball valve) Q-nut by 2"				
75	Meter Flange w/Lock Wing	12	Ea.	\$334.47	\$4,013.64
	1½" Corp. Stop (ball valve) Q-nut by cc				
77	Thread Male	5	Ea.	\$153.40	\$767.00
83	Ends	50	Ea.	\$21.78	\$1,089.00
	2" 3-part union Q or G-nut compression				
87	ends	15	Ea.	\$92.20	\$1,383.00
98	6" Solid Sleeve Repair Coupling	10	Ea.	\$93.79	\$937.90
99	8" Solid Sleeve Repair Coupling	10	Ea.	\$121.80	\$1,218.00
	4" x 12.5" Full Circle Repair Clamp up to				
104	5.57 od	10	Ea.	\$144.15	\$1,441.50
115	2" MJ 90° Ductile Iron	10	Ea.	\$76.13	\$761.30
123	6" MJ Kit Less Gland	12	Ea.	\$22.70	\$272.40
124	8" MJ Kit Less Gland	12	Ea.	\$24.22	\$290.64
125	10" MJ Kit Less Gland	5	Ea.	\$30.70	\$153.50
126	12" MJ Kit Less Gland	5	Ea.	\$32.44	\$162.20
128	8" MJ Kit W/Gland	12	Ea.	\$39.83	\$477.96
129	10" MJ Kit W/Gland	5	Ea.	\$51.20	\$256.00
130	12" МЈ Kit W/Gland	5	Ea.	\$55.74	\$278.70
131	6" Anchor Coupling (DI)	3	Ea.	\$224.72	\$674.16
132	6"x13" Hydrant Coupling	3	Ea.	\$224.72	\$674.16
	6" Anchor 90 MJ swivel x swivel (Tyler				
138	Union)	5	Ea.	\$262.48	\$1,312.40
139	6" MJ cross Ductile Iron	3	Ea.	\$288.05	\$864.15
140	6" MJ 90 ductile Plron	5	Ea.	\$138.24	\$691.20

The above quantities are anticipated quantities only and are not guaranteed. The City reserves the right to purchase materials from the next most responsible vendor for failure to provide specified material in the Agreement at time of order or if materials are not available as request.

<u>Term of Agreement.</u> This Agreement shall become effective \_\_\_\_\_ and shall automatically terminate after one year. After the Agreement terminates, the City may request up to an additional sixty (60) days past any contract term to advertise an award a new bid for such items without pricing adjustments.

<u>Consideration.</u> City agrees to pay for the materials as ordered during the term of the Agreement for the unit price specified above. This contract is a commitment of the City's current revenues only as appropriated by the City's governing body for the current fiscal year.

<u>Cooperative Governmental Purchasing Notice.</u> Other governmental entities maintaining interlocal agreements with the City, may desire, but are not obligated, to purchase goods and services defined in this Agreement. 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 Contractor and be responsible for ensuring full compliance with the Agreement. Prior to other governmental entities placing orders, the City will notify Contractor of their intent.

Contractor hereby permits	does not permit	other governmental	entities the abili-	ty to purchase
pursuant to this Agreement.				

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

<u>Applicable Laws.</u> 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.

<u>Subcontracts and Assignments</u>. 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.

<u>Indemnification.</u> 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.

<u>Termination</u>. 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.

<u>Texas Law.</u> 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.

<u>Severability</u>. 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.

<u>Survival</u>. 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.

<u>Non-waiver</u>. 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.

<u>Contract Verification</u>. 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 with the following provisions:

• 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 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 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 Government Code Chapter 809.

<u>Entire Agreement</u>. 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.

City		Contractor	Contractor			
Kent Cagle City Manager	Date	[Name] [Title]	Date			

This Letter of Agreement, for the purchase of materials ("Agreement"), is entered into by and between the City of Killeen ("City") and Fortiline, Inc. ("Contractor"); collectively, the "Parties".

<u>Scope of Agreement.</u> The purpose of this Agreement is to enlist the services of the Contractor to:

Provide the following materials at the anticipated quantity and agreed upon unit price (the "Project") as submitted within **Bid # 26-03 Water & Sewer Supply Items:** 

Item#	Descriptions of Product/Services	Est Qty	U.O.M	Unit Price	Total Cost
37	6" Valve Box Riser	8	Ea.	\$45.22	\$361.76
39	Mueller Traffic Safety Flange Repair Kit	10	Ea.	\$185.80	\$1,858.00
51	2" Brass Meter Flange	12	Ea.	\$37.32	\$447.84
53	1-1/2" Brass Meter Flange	12	Ea.	\$34.54	\$414.48
	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				
55	x 17 9/16" L	500	Ea.	\$21.96	\$10,980.00
59	¾" x 12 Ford Meter Resetter	5	Ea.	\$116.10	\$580.50
60	¾" x 9 Ford Meter Resetter	5	Ea.	\$112.17	\$560.85
61	¾" x 7½ Ford Meter Resetter	9	Ea.	\$110.79	\$997.11
	6" x ¾" C-900 Hinged Tapping Saddle with cc				
62	Thread	25	Ea.	\$56.73	\$1,418.25
	6" x 1" C-900 Hinged Tapping Saddle with cc				
63	Thread	25	Ea.	\$56.73	\$1,418.25
	8" x ¾" C-900Hinged Tapping Saddle with cc				
64	Thread	10	Ea.	\$79.41	\$794.10
	8" x 1" C-900 Hinged Tapping Saddle with cc				
65	Thread	10	Ea.	\$79.41	\$794.10
67	6" x 2" Tapping Saddle (6.63 o.d.) cc thread	2	Ea.	\$107.05	\$214.10
68	8" x 2" Tapping Saddle cc thread	2	Ea.	\$107.05	\$214.10
	1" Angle Stop Ball Valve Q-nut Compression				
76	by 1" Meter Nut w/Lock Wing	7	Ea.	\$98.89	\$692.23
	1½" Angle Stop (ball valve) Q-nut by 1½"				
78	Meter Flange w/Lock Wing	5	Ea.	\$255.42	\$1,277.10
82	¾" 3 Part Union Q-nut Compression Ends	50	Ea.	\$19.77	\$988.50
	¾" Ball Angle Stop Reduced Port Flare by				
84	Meter Nut w/Lock Wing	50	Ea.	\$47.22	\$2,361.00
85	¾" 90 compression Q or G-nut ends	12	Ea.	\$25.55	\$306.60

Item#	Descriptions of Product/Services	Est Qty	U.O.M	Unit Price	<b>Total Cost</b>
86	1" 90 compression Q or G-nut ends	8	Ea.	\$32.82	\$262.56
	¾" straight stop Q or G-nut				
90	compression ends	75	Ea.	\$44.36	\$3,327.00
91	2" Hymax Repair Coupling	10	Ea.	\$127.33	\$1,273.30
92	3" Hymax Repair Coupling	12	Ea.	\$167.98	\$2,015.76
93	4" Hymax Repair Coupling	6	Ea.	\$210.80	\$1,264.80
94	6" Hymax Repair Coupling	25	Ea.	\$278.32	\$6,958.00
96	10" Hymax Repair Coupling	5	Ea.	\$401.05	\$2,005.25
	2"x 7.5" Full Circle Repair Clamp (2.35 -				
102	2.63 o. d.)	10	Ea.	\$47.80	\$478.00
	2"x12.5" Full Circle Repair Clamp (2.35 -				
103	2.63 o. d.)	10	Ea.	\$72.20	\$722.00
	6"x 7.5" Full Circle Repair Clamp (6.84 -				
105	7.64 o. d.)	15	Ea.	\$114.40	\$1,716.00
	6"x 12.5" Full Circle Repair Clamp (6.84 -				
106	7.64 o.d.)	15	Ea.	\$162.11	\$2,431.65
	8"x7.5" Full Circle Repair Clamp (8.99 -				
107	9.79 o.d.)	4	Ea.	\$120.00	\$480.00
	10"x7.5"Full Circle Repair Clamp (11.60 -				
108	12.40 o.d.)	3	Ea.	\$137.90	\$413.70
	12"x7.5" Full Circle Repair Clamp (14.00 -				
109	14.40 o.d.)	2	Ea.	\$124.18	\$248.36
	6"x 7.5"x ¾" Full Circle Tap(6.84 - 7.64				
112	o.d.) CC Thread	10	Ea.	\$89.64	\$896.40
	6" x 7.5" x 1" Full Circle Tap 6.84 - 7.64				
113	od, CC thread	10	Ea.	\$89.64	\$896.40
	6"x 12.5"x ¾"Full Circle Tap(6.84 - 7.64				
114	o.d.) CC thread	10	Ea.	\$152.47	\$1,524.70
117	6" MJ/MJ Gate Valve	7	Ea.	\$744.09	\$5,208.63
118	6" MJ/FLG Gate Valve	5	Ea.	\$752.39	\$3,761.95
119	8" MJ/MJ Gate Valve	2	Ea.	\$1,198.09	\$2,396.18
120	8" MJ/FLG Gate Valve	2	Ea.	\$1,175.32	\$2,350.64
122	2" MJ Kit Less Gland	12	Ea.	\$15.60	\$187.20
127	12" MJ/MJ Gate Valve	2	Ea.	\$2,363.96	\$4,727.92

The above quantities are anticipated quantities only and are not guaranteed. The City reserves the right to purchase materials from the next most responsible vendor for failure to provide specified material in the Agreement at time of order or if materials are not available as request.

<u>Term of Agreement</u>. This Agreement shall become effective \_\_\_\_\_ and shall automatically terminate after one year. After the Agreement terminates, the City may request up to an additional sixty (60) days past any contract term to advertise an award a new bid for such items without pricing adjustments.

<u>Consideration.</u> City agrees to pay for the materials as ordered during the term of the Agreement for the unit price specified above. This contract is a commitment of the City's current revenues only as appropriated by the City's governing body for the current fiscal year.

<u>Cooperative Governmental Purchasing Notice.</u> Other governmental entities maintaining interlocal agreements with the City, may desire, but are not obligated, to purchase goods and services defined in this Agreement. 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 Contractor and be responsible for ensuring full compliance with the Agreement. Prior to other governmental entities placing orders, the City will notify Contractor of their intent.

Contractor hereby permits does not permit other governmental entities the ability to purchase pursuant to this Agreement.

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

<u>Applicable Laws.</u> 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.

<u>Subcontracts and Assignments</u>. 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.

<u>Indemnification.</u> 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.

<u>Termination</u>. 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.

<u>Texas Law.</u> 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.

<u>Severability</u>. 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.

<u>Survival</u>. 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.

<u>Contract Verification</u>. 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 with the following provisions:

- 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 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 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 Government Code Chapter 809.

<u>Entire Agreement</u>. 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.

City		Contractor	
Kent Cagle City Manager	Date	[Name] [Title]	Date

This Letter of Agreement, for the purchase of materials ("Agreement"), is entered into by and between the City of Killeen ("City") and Pioneer Supply LLC ("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:

<u>Scope of Agreement.</u> The purpose of this Agreement is to enlist the services of the Contractor to:

Provide the following materials at the anticipated quantity and agreed upon unit price (the "Project") as submitted within **Bid # 26-03 Water & Sewer Supply Items:** 

Item #	Descriptions of Product/Services	Est Qty	U.O.M	<b>Unit Price</b>	<b>Total Cost</b>
3	4" C900 (DR 18) water pipe	80	Ft.	\$4.70	\$376.00
4	6" C900 (DR 18) water pipe	250	Ft.	\$9.48	\$2,370.00
7	12" C-900 (dr 18) water pipe	125	Ft.	\$35.25	\$4,406.25
	2" Flush Hydrant (K77 Mainguard Post				
42	Hydrant)	4	Ea.	\$816.15	\$3,264.60
	2" Meter Flange Gasket & Bolt Pack (w/o brass				
50	flange)	50	Ea.	\$3.30	\$165.00
	1-1/2" Meter Flange Gasket & Bolt Bpack (w/o				
52	brass flange)	25	Ea.	\$3.50	\$87.50
66	2" x 1" Tapping Saddle (2.90 o.d.) cc thread	2	Ea.	\$25.50	\$51.00
	¾" Ball Angle Stop Reduced Port Q-nut				
69	compression by Meter Nut w/Lock Wing	150	Ea.	\$48.10	\$7,215.00
70	¾" x 5/8" x 2 ½" Meter Coupling	375	Ea.	\$9.67	\$3,626.25
	¾" Corp. stop (ball valve) Q-nut by cc Thread				
72	Male	50	Ea.	\$42.06	\$2,103.00
	1" Corp. Stop (ball valve) Q-nut by cc Thread				
73	Male	50	Ea.	\$57.00	\$2,850.00
79	¾" Stainless Steel Inserts	375	Ea.	\$1.47	\$551.25
80	1" Stainless Steel Inserts	375	Ea.	\$1.55	\$581.25
88	2" PVC X CTS(pack Joint) 3-Part union	5	Ea.	\$125.00	\$625.00
89	1" straight stop Q or G-nut compression ends	75	Ea.	\$94.50	\$7,087.50
95	8" Hymax Repair Coupling	15	Ea.	\$301.00	\$4,515.00
97	12" Hymax Repair Coupling	5	Ea.	\$484.00	\$2,420.00
100	10" Solid Sleeve Repair Coupling	5	Ea.	\$181.00	\$905.00
101	12" Solid Sleeve Repair Coupling	5	Ea.	\$213.00	\$1,065.00
	12" x 15" Full Circle Repair Clamp 12.75 -				
110	13.55 OD	2	Ea.	\$390.02	\$780.04
	12" x 15" Full Circle Repair Clamp 13.20 -				
111	14.00 od	2	Ea.	\$390.02	\$780.04

The above quantities are anticipated quantities only and are not guaranteed. The City reserves the right to purchase materials from the next most responsible vendor for failure to provide specified material in the Agreement at time of order or if materials are not available at time requested.

Term of Agreement. This Agreement shall become effective	and shall automatically
terminate after one year. After the Agreement terminates, the City may re	equest up to an additional sixty
(60) days past any contract term to advertise an award a new bid for such iter	ms without pricing adjustments.

<u>Consideration.</u> City agrees to pay for the materials as ordered during the term of the Agreement for the unit price specified above. This contract is a commitment of the City's current revenues only as appropriated by the City's governing body for the current fiscal year.

<u>Cooperative Governmental Purchasing Notice.</u> Other governmental entities maintaining interlocal agreements with the City, may desire, but are not obligated, to purchase goods and services defined in this Agreement. 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 Contractor and be responsible for ensuring full compliance with the Agreement. Prior to other governmental entities placing orders, the City will notify Contractor of their intent.

Contractor hereby permits does not permit other governmental entities the ability to purchase pursuant to this Agreement.

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

<u>Applicable Laws.</u> 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.

<u>Subcontracts and Assignments</u>. 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.

<u>Indemnification.</u> 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.

<u>Termination</u>. 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.

<u>Texas Law.</u> 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.

<u>Severability</u>. 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.

<u>Survival</u>. 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.

<u>Non-waiver</u>. 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.

<u>Contract Verification</u>. 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 with the following provisions:

- 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 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 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 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.

City		Contractor	
Kent Cagle	Date	[Name]	Date
City Manager		[Title]	

This Letter of Agreement, for the purchase of materials ("Agreement"), is entered into by and between the City of Killeen ("City") and Thirkettle Corporation dba Aqua-Metric Sales Company ("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 the following materials at the anticipated quantity and agreed upon unit price (the "Materials") as submitted within Bid # 26-03 Water & Sewer Supply Items:

Item#	Descriptions of Product/Services	Est Qty	U.O.M	<b>Unit Price</b>	<b>Total Cost</b>
	5/8"X3/4" polymer composite static				
43	meter with TRPL connector	6000	Ea.	\$114.23	\$685,380.00
	1" polymer composite static meter with				
45	TRPL connector	100	Ea.	\$187.13	\$18,713.00

The above quantities are anticipated quantities only and are not guaranteed. The City reserves the right to purchase materials from the next most responsible vendor for failure to provide specified material in the Agreement at time of order or if materials are not available at time requested.

<u>Term of Agreement.</u> This Agreement shall become effective \_\_\_\_\_ and shall automatically terminate after one year. After the Agreement terminates, the City may request up to an additional sixty days past any contract term to advertise an award a new bid for such items without pricing adjustments.

<u>Consideration.</u> City agrees to pay for the materials as ordered during the term of the Agreement for the unit price specified above. This Agreement is a commitment of the City's current revenues only as appropriated by the City's governing body for the current fiscal year.

Should market conditions warrant an increase, the successful contractor may submit documentation requesting permission to increase pricing no later than ninety days before the end of the current term of the Agreement. If Contractor fails to give timely notice, the price may not be increased. Escalation may only occur following the initial twelve months of the Agreement and once every twelve months thereafter. Any request for an increase will require the written consent of the City which should not be unreasonably withheld. Price escalation must be solely for the purpose of accommodating an increase in Contractor's cost, not profits.

<u>Tariffs.</u> In the event of any changes in tariffs, duties, or taxes imposed by governmental authorities that occurred following the submission of Contractor's bid or quote, and that directly affect the cost of the Materials provided, the following provisions shall apply:

- Contractor shall notify City in writing within ten business days upon becoming aware of any such changes. The notification must include:
  - o The specific tariff or duty imposed or changed,
  - The effective date of the change,
  - o The impact on the cost of the Materials, and
  - o Any supporting documentation, such as official notices or tariff schedules.
- Upon receipt of the notification, the Parties shall mutually agree on an equitable adjustment to the contract price. This adjustment will reflect the increased costs attributable to the tariff change and will be implemented in a manner that is fair and reasonable to the Parties.

- Any price adjustment shall not exceed 10% of the original contract price.
- Adjustments under this clause shall be limited to the direct costs incurred due to the tariff change and shall not exceed the actual increase in costs. No adjustments will be made for indirect costs or for any other reasons not directly attributable to the tariff change.
- A response to the request for adjustment will be prepared by the City within ten business days of receipt of the request.
- All determinations made by the City regarding tariff-related adjustments are final.

<u>Cooperative Governmental Purchasing Notice.</u> Other governmental entities maintaining interlocal agreements with the City, may desire, but are not obligated, to purchase goods and services defined in this Agreement. 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 Contractor and be responsible for ensuring full compliance with the Agreement. Prior to other governmental entities placing orders, the City will notify Contractor of their intent.

Contractor hereby	permits	does not permit other	governmental	entities the ability	to purchase
pursuant to this Agr	eement.				

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

<u>Applicable Laws.</u> 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.

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<u>Indemnification.</u> 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.

<u>Termination</u>. This Agreement may be terminated by either party for cause upon thirty calendar days' written notice, provided such cause cannot be reasonably cured within such thirty-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.

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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.

City		Contractor	
Kent Cagle City Manager	Date	[Name] [Title]	Date