

## LETTER OF AGREEMENT

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:

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 "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 |
|--------|--------------------------------------------|---------|-------|------------|------------|
| 12     | 3' Fire Hydrant : Clow                     | 2       | Ea.   | \$2,664.45 | \$5,328.90 |
| 14     | 3 ½' 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 |
| 33     | 6" American- Darling Hydrant Extension Kit | 5       | Ea.   | \$239.83   | \$1,199.15 |
| 34     | 12" American-Darling Hydrant Extension 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.

Term of Agreement. 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.

Consideration. 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.

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 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.

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.

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 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.

**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

\_\_\_\_\_  
[Name]                      Date  
[Title]

## LETTER OF AGREEMENT

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:

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 "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 |
|--------|------------------------------------------------------------------------------------------------|---------|-------|------------|------------|
| 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 |
| 56     | Small meter box lid only. DFW1200-1T 63D-Lid black plastic With resessed hole for 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.

Term of Agreement. 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.

Consideration. 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.

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 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.

*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.

*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.

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*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:

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- 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.

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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.

**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

\_\_\_\_\_  
[Name]                      Date  
[Title]

## LETTER OF AGREEMENT

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”.

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 “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 |
|--------|----------------------------------------------------------------------------------------------------------------------------|---------|-------|------------|------------|
| 1      | ¾" Endopure Poly Tubing/300' Rolls(Blue SDR 9, 250 psi)                                                                    | 600     | Ft.   | \$.30      | \$180.00   |
| 2      | 1" Endopure Poly Tubing/300' Rolls(Blue 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     | 4 ½' Fire Hydrant : Mueller                                                                                                | 2       | Ea.   | \$2,848.73 | 5697.46    |
| 19     | 5' Fire Hydrant :Mueller                                                                                                   | 2       | Ea.   | \$2,912.37 | \$5,824.74 |
| 21     | 5 ½' 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   |
| 47     | 1-1/2" X 13" Ultrasonic Meter w/Flange Ends with TRPL connector                                                            | 5       | Ea.   | \$721.35   | \$3,606.75 |
| 48     | 2" X 17" Ultrasonic Meter w/Flange Ends with TRPL connector                                                                | 8       | Ea.   | \$914.85   | \$7,318.80 |
| 49     | 3" X 17" Ultrasonic Meter w/Flange Ends with TRPL connector                                                                | 5       | Ea.   | \$1,418.85 | \$7,094.25 |
| 54     | 3/4" x 1/8" Meter Gaskets                                                                                                  | 1500    | Ea.   | \$.08      | \$120.00   |
| 57     | 1-1/2 - 2" Large Meter Box. DFW1730wbc - 18-1KF 63D rectangular with black plastic lid With resessed hole for AMI antenna. | 5       | Ea.   | \$267.60   | \$1,338.00 |
| 58     | 1" Medium Meter Box. DFW1600.12.1T 63D rectangular with black plastic lid With 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 |
| 74     | 2" Corp. Stop (ball valve) Q-nut by cc Thread Male                                                                         | 12      | Ea.   | \$253.68   | \$3,044.16 |

| Item # | Descriptions of Product/Services                                | Est Qty | U.O.M | Unit Price | Total Cost |
|--------|-----------------------------------------------------------------|---------|-------|------------|------------|
| 75     | 2" Angle Stop (ball valve) Q-nut by 2" Meter Flange w/Lock Wing | 12      | Ea.   | \$334.47   | \$4,013.64 |
| 77     | 1 ½" Corp. Stop (ball valve) Q-nut by cc Thread Male            | 5       | Ea.   | \$153.40   | \$767.00   |
| 83     | Ends                                                            | 50      | Ea.   | \$21.78    | \$1,089.00 |
| 87     | 2" 3-part union Q or G-nut compression 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 |
| 104    | 4" x 12.5" Full Circle Repair Clamp up to 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" MJ 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   |
| 138    | 6" Anchor 90 MJ swivel x swivel (Tyler 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   |

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City

Contractor

\_\_\_\_\_  
Kent Cagle                      Date  
City Manager

\_\_\_\_\_  
[Name]                      Date  
[Title]

## LETTER OF AGREEMENT

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".

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 "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    |
| 55     | 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.   | \$21.96    | \$10,980.00 |
| 59     | 3/4" x 12 Ford Meter Resetter                                                                                                                                                                       | 5       | Ea.   | \$116.10   | \$580.50    |
| 60     | 3/4" x 9 Ford Meter Resetter                                                                                                                                                                        | 5       | Ea.   | \$112.17   | \$560.85    |
| 61     | 3/4" x 7 1/2 Ford Meter Resetter                                                                                                                                                                    | 9       | Ea.   | \$110.79   | \$997.11    |
| 62     | 6" x 3/4" C-900 Hinged Tapping Saddle with cc Thread                                                                                                                                                | 25      | Ea.   | \$56.73    | \$1,418.25  |
| 63     | 6" x 1" C-900 Hinged Tapping Saddle with cc Thread                                                                                                                                                  | 25      | Ea.   | \$56.73    | \$1,418.25  |
| 64     | 8" x 3/4" C-900 Hinged Tapping Saddle with cc Thread                                                                                                                                                | 10      | Ea.   | \$79.41    | \$794.10    |
| 65     | 8" x 1" C-900 Hinged Tapping Saddle with cc 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    |
| 76     | 1" Angle Stop Ball Valve Q-nut Compression by 1" Meter Nut w/Lock Wing                                                                                                                              | 7       | Ea.   | \$98.89    | \$692.23    |
| 78     | 1 1/2" Angle Stop (ball valve) Q-nut by 1 1/2" Meter Flange w/Lock Wing                                                                                                                             | 5       | Ea.   | \$255.42   | \$1,277.10  |
| 82     | 3/4" 3 Part Union Q-nut Compression Ends                                                                                                                                                            | 50      | Ea.   | \$19.77    | \$988.50    |
| 84     | 3/4" Ball Angle Stop Reduced Port Flare by Meter Nut w/Lock Wing                                                                                                                                    | 50      | Ea.   | \$47.22    | \$2,361.00  |
| 85     | 3/4" 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 | Total Cost |
|--------|-----------------------------------------------------------|---------|-------|------------|------------|
| 86     | 1" 90 compression Q or G-nut ends                         | 8       | Ea.   | \$32.82    | \$262.56   |
| 90     | ¾" straight stop Q or G-nut 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 |
| 102    | 2"x 7.5" Full Circle Repair Clamp (2.35 - 2.63 o. d.)     | 10      | Ea.   | \$47.80    | \$478.00   |
| 103    | 2"x12.5" Full Circle Repair Clamp (2.35 - 2.63 o. d.)     | 10      | Ea.   | \$72.20    | \$722.00   |
| 105    | 6"x 7.5" Full Circle Repair Clamp (6.84 - 7.64 o. d.)     | 15      | Ea.   | \$114.40   | \$1,716.00 |
| 106    | 6"x 12.5" Full Circle Repair Clamp (6.84 - 7.64 o.d.)     | 15      | Ea.   | \$162.11   | \$2,431.65 |
| 107    | 8"x7.5" Full Circle Repair Clamp (8.99 - 9.79 o.d.)       | 4       | Ea.   | \$120.00   | \$480.00   |
| 108    | 10"x7.5" Full Circle Repair Clamp (11.60 - 12.40 o.d.)    | 3       | Ea.   | \$137.90   | \$413.70   |
| 109    | 12"x7.5" Full Circle Repair Clamp (14.00 - 14.40 o.d.)    | 2       | Ea.   | \$124.18   | \$248.36   |
| 112    | 6"x 7.5"x ¾" Full Circle Tap(6.84 - 7.64 o.d.) CC Thread  | 10      | Ea.   | \$89.64    | \$896.40   |
| 113    | 6" x 7.5" x 1" Full Circle Tap 6.84 - 7.64 od, CC thread  | 10      | Ea.   | \$89.64    | \$896.40   |
| 114    | 6"x 12.5"x ¾" Full Circle Tap(6.84 - 7.64 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.

Term of Agreement. 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.

Consideration. 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.

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 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.

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.

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 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.

**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

\_\_\_\_\_  
[Name]                      Date  
[Title]

## LETTER OF AGREEMENT

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:

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 “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 |
|--------|----------------------------------------------------------------------------|---------|-------|------------|------------|
| 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 |
| 42     | 2" Flush Hydrant (K77 Mainguard Post Hydrant)                              | 4       | Ea.   | \$816.15   | \$3,264.60 |
| 50     | 2" Meter Flange Gasket & Bolt Pack (w/o brass flange)                      | 50      | Ea.   | \$3.30     | \$165.00   |
| 52     | 1-1/2" Meter Flange Gasket & Bolt Bpack (w/o 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    |
| 69     | ¾" Ball Angle Stop Reduced Port Q-nut 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 |
| 72     | ¾" Corp. stop (ball valve) Q-nut by cc Thread Male                         | 50      | Ea.   | \$42.06    | \$2,103.00 |
| 73     | 1" Corp. Stop (ball valve) Q-nut by cc Thread 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 |
| 110    | 12" x 15" Full Circle Repair Clamp 12.75 - 13.55 OD                        | 2       | Ea.   | \$390.02   | \$780.04   |
| 111    | 12" x 15" Full Circle Repair Clamp 13.20 - 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 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.

Consideration. 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.

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 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.

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.

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 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.

**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

\_\_\_\_\_  
[Name]                      Date  
[Title]

## LETTER OF AGREEMENT

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 | Unit Price | Total Cost   |
|--------|--------------------------------------------------------------|---------|-------|------------|--------------|
| 43     | 5/8"X3/4" polymer composite static meter with TRPL connector | 6000    | Ea.   | \$114.23   | \$685,380.00 |
| 45     | 1" polymer composite static meter with 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.

Term of Agreement. 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.

Consideration. 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.

Tariffs. 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:
  - The specific tariff or duty imposed or changed,
  - The effective date of the change,
  - The impact on the cost of the Materials, and
  - 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.

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 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.

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.

Termination. 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.

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.

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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:

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- 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.

**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

\_\_\_\_\_  
[Name]                      Date  
[Title]