

SUPPLY PRICING AGREEMENT

This Supply Pricing Agreement (the "Agreement") is entered into as of this ____ day of _____, 2024, by and between the City of Dripping Springs, Texas, a Type-A General Law Municipality (the "City"), and Atlas Utility Supply Company (the "Seller").

WHEREAS, the Seller agrees to provide the City with pricing for certain goods as described in Attachment "A" for a term of one (1) year; and

WHEREAS, the City, in consideration of the Seller's commitment to firm pricing, agrees to consider purchasing goods exclusively from the Seller for the duration of the term, subject to the City's purchasing needs and discretion; and

WHEREAS, the parties desire to establish the terms and conditions of this exclusivity arrangement;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the City and Seller agree as follows:

1. Pricing

The Seller agrees to provide the City with the pricing for the goods listed in Attachment "A". The prices set forth in Attachment "A" are firm and may not be increased during the term of this Agreement.

2. Term

This Agreement shall be in effect for one (1) year from the date on which all parties have executed the Agreement.

3. No Obligation to Purchase

The City is under no obligation to purchase any equipment, goods, or services from the Seller during the term of this Agreement. The City may, at its sole discretion, determine whether to purchase any quantity of the goods listed in Attachment "A".

4. Exclusivity

During the term of this Agreement, the City agrees that if it decides to purchase any of the goods listed in Attachment "A", it will do so exclusively from the Seller, provided that the Seller can meet the City's requirements in terms of quantity, quality, and delivery timelines. For greater certainty, the City is not obligated to purchase goods from the Seller if the Seller is unable to deliver the goods within one (1) month of the City's purchase order.

5. Attachment

Attachment “A” (Seller’s Quote) is hereby made part hereof as if fully set out herein. In the event of any inconsistency between the body of this Agreement (pages 1-3 of this Supply Pricing Agreement) and the attachment, the body of this Agreement shall prevail to the extent of the inconsistency.

6. Warranty

The Seller warrants that the goods delivered under this Agreement shall be free from defects in material and workmanship for a period of one (1) year from the date of delivery.

7. Sales Tax Exemption.

The City is exempt from payment of sales, use, rental and certain excise taxes in accordance with Chapter 151 of the Texas Tax Code. Seller acknowledges and agrees that no such tax shall be included in any invoice or request for payment. City shall cooperate with the Seller in providing any necessary documentation to evidence the City's tax-exempt status, including providing a completed Texas Sales and Use Tax Exemption Certification form upon request.

8. Notice.

All notice required or permitted under this Agreement shall be in writing and shall be delivered either in person or deposited in the United States mail, postage prepaid, addressed as follows:

For the City:

Attention: City Administrator
City of Dripping Springs City
P.O. Box 384
Dripping Springs, TX 78620

For the Seller:

Atlas Utility Supply Company
2301 Carson Street
Fort Worth, TX 76117-5212
817-831-4275
sales@atlasutility.com

Either party may change such address from time to time by providing written notice to the other in the manner set forth above. Notice is deemed to have been received three (3) days after deposit in U.S. mail.

9. Miscellaneous.

(a) **Entire Agreement.** This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, or agreements, whether written or oral.

- (b) **Mandatory Disclosures.** Texas law requires that vendors make certain disclosures. Prior to the effective date of this Contract, the Contractor has submitted to the City a copy of the Conflict of Interest Questionnaire form (CIQ Form) approved by the Texas Ethics Commission (Texas Local Government Code Chapter 176). The Contractor also confirms it is in compliance with all Texas requirements related to government contracts including: (1) no boycott of Israel; (2) not listed as a foreign terrorist organization by the Texas Comptroller of Public Accounts; (3) Contractor does not have a policy or practice of discriminating against firearm entities or firearm trade associations; (4) Contractor does not boycott energy companies; and Contractor is compliant with all other Texas laws including any additional disclosure requirements.
- (c) **Amendment.** This Agreement may only be amended in writing signed by both parties.
- (d) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
- (e) **Severability.** If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.
- (f) **Waiver.** No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom enforcement is sought. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

THE CITY:
City of Dripping Springs

THE SELLER:
Atlas Utility Supply Company

Michelle Fischer
City Administrator

Name:
Title:

Date

Date

ATTACHMENT "A"



ATLAS UTILITY SUPPLY COMPANY
 2301 CARSON STREET
 FORT WORTH, TEXAS 76117-5212
 817.831.4275 FAX 817.831.1014
 EMAIL: SALES@ATLASUTILITY.COM

PRICE QUOTE

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 Printed 09/17/24 HJ

Quoted	Ship To
CITY OF DRIPPING SPRINGS PO BOX 384 DRIPPING SPRINGS TX 78620 Buyer: DANE Sorensen Tel:512-858-4725 Fax:	CITY OF DRIPPING SPRINGS PO BOX 384 DRIPPING SPRINGS TX 78620

Quote #	Quote Date	Exp Date	Customer #	Customer P/O #	Ship Via	Writer
Q008373	09/17/2024	10/17/2024	0001780	DANE	BEST WAY	HJ
Job ID	Customer Terms			Salesman		
	NET 30 DAYS Std			HADEN JOHNSON		
Product	Description	UM	Quant	Unit Price	Extension	
BMM25 ESERIES T	BADGER 5/8" X 3/4" BRONZE G2 METER WITH HR-E LCD USG ENCODER AND 5' TWIST TIGHT CONNECTOR -5/8" x 3/4" E SERIES - G2 BRONZE - USG - TWIST TIGHT 5'	EA	1	205.00	205.00	
BMM35 ESERIES T	BADGER 3/4" X 7 1/2" SHORT STAINLESS STEEL E-SERIES METER WITH USG HR-E LCD ENCODER AND TWIST TIGHT CONNECTOR 5' WIRE LEAD - 3/4" X 7-1/2" "SHORT" SS E SERIES METER - 5' TWIST TIGHT LEAD	EA	1	230.00	230.00	
BMM55 ESERIES T	BADGER 1" G2 E-SERIES METER WITH HR-E LCD USG ENCODER AND 5' TWIST TIGHT CONNECTOR - 1" E SERIES - G2 BRONZE - USG - 5' TWIST TIGHT CONNECTOR	EA	1	275.00	275.00	
BMM120 ESERIES	BADGER 1-1/2" STAINLESS STEEL E-SERIES METER WITH USG HR-E LCD ENCODER AND TWIST TIGHT CONNECTOR AND 5' WIRE LEAD	EA	1	660.00	660.00	

Continue...

**ATLAS UTILITY SUPPLY COMPANY**

2301 CARSON STREET
 FORT WORTH, TEXAS 76117-5212
 817.831.4275 FAX 817.831.1014
 EMAIL: SALES@ATLASUTILITY.COM

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Q008373	09/17/2024	10/17/2024	0001780	DANE	BEST WAY	HJ
Job ID	Customer Terms			Salesman		
	NET 30 DAYS Std			HADEN JOHNSON		

Product	Description	UM	Quant	Unit Price	Extension
BMM170 ESERIES	BADGER 2" STAINLESS STEEL ELLIPTICAL E-SERIES METER WITH USG HR-E LCD ENCODER AND 5' TWIST TITE CONNECTOR	EA	1	865.00	865.00
BM3x12 ESERIES	BADGER 3" X 12" LEAD FREE BRONZE E SERIES METER, USG.HRE LCD ENCODER, 10' WIRE LEAD TWIST TIGHT	EA	1	2500.00	2500.00
BM3x17 ESERIES	BADGER 3" X 17" LEAD FREE BRONZE E-SERIES METER WITH USG HRE-LCD ENCODER AND 10FT TWIST TIGHT CONNECTION	EA	1	2700.00	2700.00
BMO LTE-M CELLE	BADGER CELLULAR LTE-M ENDPOINT WITH TWIST TIGHT CONNECTOR -ORION LTE-M -TWIST TIGHT CONNECTOR -THRU-LID MOUNTING KIT	EA	1	160.00	160.00

X: _____ (Accepted by)	Sub Total	\$7,595.00	T o t a l
	Freight	\$0.00	
	Misc Charges	\$0.00	
	Tax Amount	\$0.00	
			\$7,595.00

MESSAGE	TERMS