

**CITY OF SUGAR LAND
STANDARD CONTRACT FOR GENERAL SERVICES**

I. Signatures. By signing below, the parties agree to the terms of this Contract:

CITY OF SUGAR LAND

CONTRACTOR

By:

By:

Date:

Date:

Title:

Title:

Company: ACT Pipe and Supply, Inc.

Address: 6950 W. Sam Houston Pkwy N.
Houston, Texas 77041

Phone: 713-937-0600

E-Mail Address:

Rmartin@actpipe.com

II. General Information and Terms.

Contractor's Name and Address:

ACT Pipe and Supply, Inc.
950 W. Sam Houston Pkwy N.
Houston, Texas 77041

**Description of Services/
Parts:**

Supplying:

1. Clamps, as shown in Section III. of Contractor's Bid
2. Meter Boxes, Washers, as shown in Section VII. of Contractor's Bid

Maximum Contract Amount:

\$33,652.00 in Fiscal Year 2019

\$51,827.45 during a renewal term in each fiscal year after Fiscal Year 2019

Effective Date:

On the latest date of the dates executed by both parties

Termination Date:

September 30, 2019

Renewal Term:

Subject to the termination provisions of this Contract, from and after September 30, 2019, this Contract will renew automatically for four (4) one-year terms (October 1 through September 30) under the same terms and conditions; provided, however, that the maximum contract amount for a renewal term will be as provided above.

Contract Parts:

This Contract consists of the following parts:

- I. Signatures
- II. General Information and Terms
- III. Standard Contractual Provisions
- IV. Additional Terms or Conditions
- V. Additional Contract Documents

III. Standard Contractual Provisions.

A. Contractor's Services. The Contractor will provide to the City the services and supplies described in this Contract under the terms and conditions of this Contract.

B. Billing and Payment. The Contractor will bill the City for the services and supplies provided at intervals of at least 30 days, except for the final billing. The City will pay the Contractor for the services and supplies provided for in this Contract with current revenues available to the City, but all of the City's payments to the Contractor, including the time of payment and the payment of interest on overdue amounts, are subject to the provisions of Chapter 2251 of the Government Code. The City is not liable to the Contractor for any taxes which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any bill.

C. Termination Provisions.

(1) Unless terminated earlier as allowed by this Contract, this Contract terminates:

(a) On the termination date, if any, specified in the General Information in Part 1, but the obligation of a party to complete a contract requirement pending on the date of termination survives termination; or

(b) If there is no termination date specified in the General Information in Part 1, the Contract terminates when both parties have completed all their respective obligations under the Contract.

(2) The City's city manager may terminate this Contract during its term at any time for any reason