

**EXHIBIT  
B**

**AGREEMENT BETWEEN THE CITY OF ROUND ROCK  
AND HACH COMPANY  
FOR THE PURCHASE OF  
WATER AND WASTEWATER INSTRUMENTATION AND SUPPLIES**

<b>THE STATE OF TEXAS</b>	<b>§</b>	
	<b>§</b>	
<b>CITY OF ROUND ROCK</b>	<b>§</b>	<b>KNOW ALL BY THESE PRESENTS:</b>
	<b>§</b>	
<b>COUNTY OF WILLIAMSON</b>	<b>§</b>	
<b>COUNTY OF TRAVIS</b>	<b>§</b>	

This Agreement for the purchase of water and wastewater instrumentation and supplies is made and entered into on this the \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the CITY OF ROUND ROCK, TEXAS, a home-rule municipality whose offices are located at 221 East Main Street, Round Rock, Texas 78664, referred to herein as the "City," and HACH COMPANY, whose offices are located at P.O. Box 389, Loveland, Colorado 80539 referred to herein as "Vendor."

**RECITALS:**

**WHEREAS**, City desires to purchase water and wastewater instrumentation and supplies ("Goods and/or Services"); and

**WHEREAS**, the City has determined that the Vendor is the sole source provider for these Goods and/or Services; and

**WHEREAS**, expenditures that are for the procurement of goods and/or services that are available from a sole source are exempt from competitive requirements pursuant to Section 252,022 of the Texas Local Government Code; and

**WHEREAS**, the Vendor has provided its Proposal to the City to provide the requested Goods and/or Services; and

**WHEREAS**, City has determined the Vendor's Proposal is in the best interest of the City; and

**WHEREAS**, the parties desire to enter into this Agreement to set forth in writing their respective rights, duties, and obligations;

**NOW, THEREFORE,**

in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

## **1.0 DEFINITIONS**

A. **Agreement** means this binding legal contract between City and Vendor whereby City is authorized to buy specified services and Vendor is obligated to sell same. The Agreement includes the following: (a) Vendor's Proposal; and (b) any exhibits and/or addenda thereto. Any inconsistencies or conflicts in the contract documents shall be resolved by giving preference in the following order:

- (1) This Agreement;
- (2) Vendor's Proposal;
- (3) Any addenda, exhibits, and attachments.

B. **City** means the City of Round Rock, Williamson and Travis Counties, Texas.

C. **Effective Date** means the date set out in the introductory paragraph above.

D. **Goods and Services** mean the specified services, supplies, materials, commodities, or equipment, as described in the Proposal.

E. **Vendor** means HACH Company or any successors or assigns.

## **2.0 EFFECTIVE DATE AND TERM**

A. This Agreement shall remain in full force and effect until it expires as indicated herein or is terminated in accordance with **Section 16.0**.

B. The term of this Agreement shall be for sixty (60) months from the Effective Date.

## **3.0 CONTRACT DOCUMENTS AND EXHIBITS**

City selected Vendor to supply the Goods and Services as outlined in the Proposal; any Addenda as contained in **Exhibit "A,"** incorporated herein by reference for all purposes. The intent of these documents is to formulate an Agreement listing the responsibilities of both parties as outlined in the Proposal and any Addenda.

The Goods and Services which are the subject matter of this Agreement are described in **Exhibit "A"** and, together with this Agreement, comprise the total Agreement and **Exhibit A** is a part of this Agreement as if repeated herein in full. The Goods and Services shall be limited to those services specifically described herein. For the avoidance of doubt, and without limitation, Vendor has no responsibility for the supervision or actions of City's employees or contractors or for non-Vendor items (e.g., chemicals or equipment) and disclaims all liability and responsibility for any loss or damage that may be suffered as a result of such actions or items, or any other actions or items not under Vendor's control.

#### **4.0 SCOPE OF WORK**

Vendor shall satisfactorily provide all Goods and Services described in **Exhibit "A,"** attached hereto, within the contract term specified in **Section 2.0.** Vendor's undertakings shall be limited to Goods and Services for City and/or advising City concerning those matters on which Vendor has been specifically engaged. Vendor shall provide its Goods and Services in accordance with this Agreement and Exhibit A and with due care, and in accordance with prevailing industry standards for comparable Goods and Services.

#### **5.0 COSTS**

A. In consideration for the Goods and Services to be provided by Vendor, City agrees to pay Vendor the amounts set forth in **Exhibit "A."**

B. The City is authorized to pay the Vendor an amount not-to-exceed **\$325,000.00** for the term of this Agreement.

#### **6.0 INVOICES**

All invoices shall include, at a minimum, the following information:

1. Name and address of Vendor;
2. Purchase Order Number;
3. Description and quantity of items received; and
4. Delivery dates.

#### **7.0 NON-APPROPRIATION AND FISCAL FUNDING**

This Agreement is a commitment of City's current revenues only. It is understood and agreed that City shall have the right to terminate this Agreement if the governing body of City does not appropriate funds sufficient to purchase the Goods and Services as determined by City's budget for the fiscal year in question. City may affect such termination by giving the Vendor written notice of termination.

#### **8.0 PROMPT PAYMENT POLICY**

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, any payment to be made by City to Vendor will be made within thirty (30) days of the date City receives Goods and Services under this Agreement, the date the performance of the services under this Agreement are completed, or the date City receives a correct invoice for the Goods and Services, whichever is later. Vendor may charge interest on an overdue payment at the rate in effect on September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b). This Prompt Payment Policy does not apply to

payments made by City in the event:

1. There is a bona fide dispute between City and Vendor, a contractor, subcontractor, or supplier about the goods delivered or the service performed that cause the payment to be late; or
2. There is a bona fide dispute between Vendor and a subcontractor or between a subcontractor and its supplier about the goods delivered or the service performed that causes the payment to be late; or
3. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or
4. The invoice is not mailed to City in strict accordance with any instruction on the purchase order relating to the payment.

#### **9.0 GRATUITIES AND BRIBES**

City may, by written notice to Vendor, cancel this Agreement without liability to Vendor if it is determined by City that gratuities or bribes in the form of entertainment, gifts, or otherwise were offered or given by Vendor or its agents or representatives to any City officer, employee or elected representative with respect to the performance of this Agreement. In addition, Vendor may be subject to penalties stated in Title 8 of the Texas Penal Code.

#### **10.0 TAXES**

City is exempt from Federal Excise and State Sales Tax; therefore, tax shall not be included in Vendor's charges.

#### **11.0 INSURANCE**

Vendor shall meet all City insurance requirements set forth in the IFB and on the City's website at:

[http://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr\\_insurance\\_07.20112.pdf](http://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr_insurance_07.20112.pdf).

#### **12.0 CITY'S REPRESENTATIVE**

City hereby designates the following representative authorized to act in its behalf with regard to this Agreement:

Evan Larson, Superintendent Utility Services  
Public Works Department  
3400 Sunrise Road  
Round Rock, TX 78665  
(512) 218-6699  
[elarson@roundrocktexas.gov](mailto:elarson@roundrocktexas.gov)

### **13.0 RIGHT TO ASSURANCE**

Whenever either party to this Agreement, in good faith, has reason to question the other party's intent to perform hereunder, then demand may be made to the other party for written assurance of the intent to perform. In the event that no written assurance is given within the reasonable time specified when demand is made, then and in that event the demanding party may treat such failure as an anticipatory repudiation of this Agreement.

### **14.0 DEFAULT**

If Vendor abandons or defaults under this Agreement, Vendor shall be declared in default of this Agreement if it does any of the following and fails to cure the issue within thirty (30) days of receipt of written notice:

1. Fails to fully, timely and faithfully perform any of its material obligations under this Agreement;
2. Becomes insolvent or seeks relief under the bankruptcy laws of the United States and is unable to perform its material obligations under the Agreement.

### **15.0 TERMINATION AND SUSPENSION**

A. City or Vendor has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon thirty (30) days' written notice to the other party, the "Date of Termination."

B. In the event of any default by Vendor, City has the right to terminate this Agreement for cause, upon ten (10) days' written notice to Vendor.

C. Vendor has the right to terminate this Agreement only for cause, that being in the event of a material and substantial breach by City, or by mutual agreement to terminate evidenced in writing by and between the parties.

D. In the event City terminates under subsections (A) or (B) of this section, the following shall apply: Upon City's delivery of the referenced notice to Vendor, Vendor shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after the Date of Termination, Vendor shall submit a statement showing in detail the goods and/or services satisfactorily performed under this Agreement up to the date of termination. City shall then pay Vendor that portion of the charges, if undisputed. The parties agree that Vendor is not entitled to compensation for services it would have performed under the remaining term of the Agreement except as provided herein.

## **16.0 INDEMNIFICATION**

Vendor shall defend (at the option of City), indemnify, and hold City, its successors, assigns, officers, employees and elected officials harmless from and against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees, and any and all other costs or fees arising out of, or incident to, concerning or resulting from the fault of Vendor, or Vendor's agents, employees or subcontractors, in the performance of Vendor's obligations under this Agreement, no matter how, or to whom, such loss may occur. Nothing herein shall be deemed to limit the rights of City or Vendor (including, but not limited to the right to seek contribution) against any third party who may be liable for an indemnified claim.

Any and all indemnification obligations imposed upon Vendor are limited to the extent of those damages proportionately caused by Vendor's breach of the Agreement, negligence, wrongful conduct, or violations of law. In no case is Vendor liable for any damages caused by negligence, misuse or misapplication of goods by others.

## **17.0 LIMITATION OF LIABILITY**

THE TOTAL LIABILITY OF VENDOR AND ITS SUBSIDIARIES, AFFILIATES, EMPLOYEES, DIRECTORS, OFFICERS AND AGENTS ARISING OUT OF PERFORMANCE, NON-PERFORMANCE, OR OBLIGATIONS IN CONNECTION WITH THE DESIGN, MANUFACTURE, SALE, DELIVERY, AND/OR USE OF GOODS AND/OR SERVICES IN NO CIRCUMSTANCE INCLUDES ANY LIQUIDATED, PENALTY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, NOR EXCEED THE TOTAL AMOUNT OF COMPENSATION ACTUALLY PAID TO SUPPLIER UNDER THE AGREEMENT, EXCEPT ONLY IN THE CASE OF DAMAGES ARISING DUE TO SUPPLIER'S WILLFUL MISCONDUCT.

## **18.0 WARRANTY**

Vendor warrants the Goods in accordance with its then-current standard warranty covering the specific Good ordered, generally under which Vendor warrants to City that during the period ending eighteen (18) months after the delivery date of twelve (12) months after the start-up date, whichever occurs first, Goods which are manufactured by Vendor will be free from defects in material and workmanship and will function in accordance with the specifications specified in any quotation. If Vendor breaches this warranty and City notifies Vendor of such breach within thirty (30) days of the end of the applicable warranty period, Vendor will, at its option, either replace or repair the nonconforming Goods, or re-perform any non-conforming Services, or refund the amounts paid by City to Vendor for non-conforming Goods and/or Services. VENDOR'S WARRANTY CONTAINS THE EXCLUSIVE REMEDIES OF ANY BREACH OF WARRANTY. VENDOR EXPRESSLY DISCLAIMS ANY REMEDIES OF "COVER" ANY WARRANTIES IMPLIED BY LAW, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

## **19.0 INTELLECTUAL PROPERTY; INFORMATION TECHNOLOGY; PRIVACY**

Vendor retains all rights in and to any intellectual property and confidential information created or procured by it or its representatives at any time, and city receives licenses to use such intellectual property and information only to the extent provided by implied license under applicable law. No City information technology requirements apply, except the extent such requirements specifically apply to equipment being sold to City. To help ensure mutual compliance with applicable privacy laws, City will not provide to or share with any company any personal data or personally identifiable information, unless required to be provided by law.

## **20.0 COMPLIANCE WITH LAWS, CHARTER, AND ORDINANCES**

A. Vendor, its agents, employees and subcontractors shall use best efforts to comply with all applicable federal and state laws, the Charter and Ordinances of the City of Round Rock, as amended, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies.

B. In accordance with Chapter 2271, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel and will not boycott Israel during the term of this contract. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not boycott Israel and will not boycott Israel during the term of this Agreement.

C. In accordance with Chapter 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for a value of at least One Hundred Thousand and No/100 Dollars (\$100,000.00) unless the contract has a provision verifying that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and it will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

D. In accordance with Chapter 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for a value of at least One Hundred Thousand and No/100 Dollars (\$100,000.00) unless the contract has a provision verifying that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of this Agreement. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not boycott energy companies, and it will not boycott energy companies during the term of this Agreement.

## **21.0 ASSIGNMENT AND DELEGATION**

The parties hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither party shall assign, sublet or transfer any interest in this Agreement without prior written authorization of the other party.

## **22.0 NOTICES**

A. All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

1. When delivered personally to recipient's physical or email address as stated in this Agreement; or
2. Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated in this Agreement.

### **Notice to Vendor:**

Vendor: Hach Company  
Address: P.O. Box 389  
Loveland, CO 80539

### **Notice to City:**

City Manager  
221 East Main Street  
Round Rock, TX 78664

Stephanie L. Sandre, City Attorney  
AND TO: 309 East Main Street  
Round Rock, TX 78664

B. Nothing contained herein shall be construed to restrict the transmission of routine communications between representatives of City and Vendor.

## **23.0 APPLICABLE LAW, ENFORCEMENT, AND VENUE**

This Agreement shall be enforceable in Round Rock, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

## **24.0 EXCLUSIVE AGREEMENT**

This document, and all appended documents, constitutes the entire Agreement between Vendor and City. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing. Vendor's obligations under this Agreement shall only be modified by written agreement of Vendor through the same duly authorized representative who signed this Agreement.

## **25.0 DISPUTE RESOLUTION**

City and Vendor hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement, or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute. Except as provided herein, neither party agrees to any contractual clause or provision that waives such party's ordinary and standard rights, including, but not limited to the right to retain party's own counsel and each party's right to determine facts and circumstances in the event of a dispute.

## **26.0 SEVERABILITY**

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

## **27.0 MISCELLANEOUS PROVISIONS**

**A. Standard of Care.** Vendor represents that it employs trained, experienced, and competent persons to perform all of the services, responsibilities and duties specified herein and that such services, responsibilities, and duties shall be performed in a manner according to generally accepted industry practices.

**B. Performance Guarantees.** All product warranties and performance guarantees shall only be enforceable if (a) all equipment is properly installed, inspected regularly and is in good working order, (b) all operations are consistent with Vendor recommendations, (c) operating conditions at City's site have not materially changed and remain within anticipated specification, and (d) no reasonably unforeseeable circumstances exist or arise.

**C. Acceptance and Set-off.** Except to the extent agreed upon in writing by Vendor's CFO, all Goods and Services are deemed accepted upon delivery and early payment discounts do not apply. All payments are due Net 30 days from Vendor's invoice and pay-when-paid clauses shall not apply. Any set-off rights in the Agreement notwithstanding, City bears the customary burden of proof with respect to any amounts invoiced by Vendor but not paid by the invoice due date. This revision does not adversely impact any of City's rights under Vendor's warranties.

**D. Funds Transfers (Payments).** The parties both recognize there is a risk of banking fraud when individuals impersonating a business demand payment under new banking or mailing instructions. To avoid this risk, City must verbally confirm any new bank or mailing instructions

by calling Vendor and speaking with Vendor's accounts receivable contact before mailing or transferring any monies using the new instructions. Both parties agree that they will not institute mailing or bank transfer instruction changes and require immediate payment under the new instructions but will instead provide a ten (10) day grace period to verify any payment instruction changes before any new or outstanding payments are due using the new instructions.

**E. Force Majeure.** Vendor is excused from performance of its obligations under this Agreement to the extent caused by acts or omissions that are beyond its control, including but not limited to Government embargoes, blockages, seizures, freezing of assets, delays, or refusals to grant an export or import license, or the suspension or revocation thereof [did not include "or any other acts of Government"]; fires, floods, or severe weather conditions [did not include or any other acts of God]; quarantines; epidemics and pandemics; labor strikes or lockouts; riots; strife; insurrections; civil disobedience or acts of criminals or terrorists; or war [did not include "material shortages or delays in deliveries to Vendor by third parties"]. In the event of the existence of force majeure circumstances, the period of time for delivery, payment terms, and payments under any letters of credit will be extended for a period of time equal to the delay. IF the force majeure circumstances extend for six (6) months, Vendor or City may, at its option, terminate this Agreement without penalty and without being deemed in default of breach thereof.

**F. Time is of the Essence.** The parties agree that, from time to time, certain unique transactions may have special requirements relative to timing and, accordingly, the parties will identify those transactions and exercise best efforts to accomplish those transactions within the stated timeframe. Other timing requirements will be met in a commercially reasonable manner. Where damage is caused to City due to Vendor's failure to perform in the special timing requirement circumstances, City may pursue any remedy available without waiver of any of City's additional legal rights or remedies.

**G. Binding Agreement.** This Agreement shall extend to and be binding upon and inure to the benefit of the parties' respective heirs, executors, administrators, successors and assigns. Except to the extent signed by a duly authorized representative of Vendor, the Agreement does not bind any affiliates of Vendor.

**H. Additional Terms.** Vendor is not subject to any audit rights in favor of City, except for audit rights (under reasonable conditions) directly related to Vendor's compliance with laws and regulations (e.g., safety) which are directly applicable to Vendor's Goods and/or Services purchased under this Agreement. Vendor is not obligated to purchase or carry Professional Liability or E&O Insurance coverage, provide copies of Vendor's policies, or provide waivers of subrogation. Vendor may include City and their Affiliates as an Additional Insured party.

**D. Multiple Counterparts.** This Agreement may be executed in multiple counterparts, any one of which shall be considered an original of this document; and all of which, when taken together, shall constitute one and the same instrument.

[Signatures on the following page.]

IN WITNESS WHEREOF, City and Vendor have executed this Agreement on the dates indicated.

**Hach Company**

By: Shawneen Wildman  
Printed Name: Shawneen Wildman  
Title: Director, Customer Operations  
Date Signed: 8/04/25

**City of Round Rock, Texas**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

**For City, Attest:**

By: \_\_\_\_\_  
Ann Franklin, City Clerk

**For City, Approved as to Form:**

By: \_\_\_\_\_  
Stephanie L. Sandre, City Attorney

**EXHIBIT “A”**

**(PRICING)**



### Acknowledgement of Sales Pricing Agreement

This is to acknowledge the following terms between Hach Company and City Of Round Rock for purchase of Hach products.

Effective Date: October 8, 2025 to Expiration Date: October 7, 2026

*(This acknowledgement shall become effective (the "Effective Date") upon the date both Parties sign this Contract, and will be valid 1 year from "Effective Date")*

Hach agrees to offer the following discount/price structure, for the following products:

Product Groups	Discount %	Product Groups	Discount %	Product Groups	Discount%
Hach Lab Instruments	5%	Hach Lab Accessories/Consumables	5%	Hach Lab Chemistries	5%
Hach Lab Resale	5%	Hach Lab Micro	5%	Sigma Sampler Instruments	5%
Sigma Sampler Accessories/Consumables	5%	Sigma Sampler Accessories/Consumables	5%	Hach Process Instruments	5%
Hach Process Accessories/Consumables	5%	Hach Process Chemistries	5%	All Homeland Security Process	5%
Orbisphere Instruments	5%	Orbisphere Accessories	5%	Orbisphere Chemistries	5%

Hach agrees to offer Buyer Free Ground Shipping for all order transactions.

Free Ground Shipping does include Motor freight services for oversized and/or hazardous shipments.  
Free Shipping does not apply to Express method services: Second Day or Overnight.

Buyer agrees to meet the minimum sales volume commitment of **\$65,000** for the term of the Agreement. Hach will evaluate the granted terms and discounts by expiration date, to consider renewal. This Agreement is not meant to create any binding purchase obligation on the Customer, however, sets out terms under which the Customer may elect to purchase Hach product and/or services.

HACH Company		City Of Round Rock	
Signature:		Signature:	
Name:		Name:	
Title:		Title:	
Date:		Date:	

Hach Terms and Conditions in effect at the time of purchase, available at <http://www.hach.com/terms#general>, will apply to purchases executed under this Agreement, except and only to the extent that conflicting Terms and Conditions are set forth in this Agreement in which the Terms and Conditions in this agreement prevail. This Agreement shall begin on the "Effective Date" and expire



on "Expiration Date" shown above unless terminated by Hach in accordance with Hach Terms and Conditions.