

**CITY OF ROUND ROCK AGREEMENT  
FOR PURCHASE OF AQUARAY UV SYSTEMS  
WITH  
VEOLIA WATER TECHNOLOGIES TREATMENT SOLUTIONS USA**

<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>	

THAT THIS AGREEMENT for the purchase of Aquaray UV Systems and parts, and for related goods and services (referred to herein as the "Agreement"), is made on this the \_\_\_\_ day of the month of \_\_\_\_\_, 2023, by and between the CITY OF ROUND ROCK, a Texas home-rule municipality, whose offices are located at 221 East Main Street, Round Rock, Texas 78664-5299 (referred to herein as "City"), and VEOLIA WATER TECHNOLOGIES TREATMENT SOLUTIONS USA, whose offices are located at 3600 Horizon Blvd., Trevose, Pennsylvania 19053 (referred to herein as "Vendor").

**RECITALS:**

**WHEREAS**, City has determined that there is a need for Aquaray UV Systems and parts for water treatment; and

**WHEREAS**, Section 252.022(4) of the Texas Local Government Code states that expenditures for items available for only one source are exempt from competitive bidding requirements; and

**WHEREAS**, Vendor is the sole source provider of the goods and services being purchased pursuant to this Agreement; and

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

**NOW, THEREFORE, WITNESSETH:**

That for and in consideration of the mutual promises contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, it is mutually agreed between the parties as follows:

**1.01 DEFINITIONS**

A. **Agreement** means the binding legal contract between City and Vendor whereby City is obligated to buy specified goods and/or services and Vendor is obligated to provide said goods/services. The Agreement includes any exhibits, addenda, and/or amendments thereto.

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

C. **Effective Date** means the date upon which the binding signatures of both parties to this Agreement are affixed.

D. **Force Majeure** means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind from the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, restraint of the government and the people, civil disturbances, explosions, or other causes not reasonably within the control of the party claiming such inability.

E. **Goods and services** mean the specified services, supplies, materials, commodities, or equipment.

## **2.01 EFFECTIVE DATE AND TERM**

A. This Agreement shall be effective on the date this Agreement has been signed by each party hereto, and shall remain in full force and effect unless and until it expires by operation of the term indicated herein, or is terminated as provided herein.

B. The term of this Agreement shall be through December 31, 2025.

C. City reserves the right to review the relationship at any time, and may elect to terminate with or without cause or may elect to continue.

## **3.01 CONTRACT DOCUMENTS AND EXHIBITS**

City selected Vendor to supply the goods as outlined in Exhibit "A," attached hereto and incorporated herein by reference.

The goods which are the subject of this Agreement are described in Exhibit "A" and, together with this Agreement, comprise the total Agreement and they are fully a part of this Agreement as if repeated herein in full.

## **4.01 ITEMS AWARDED**

When taken together with the appended exhibit, this Agreement shall evidence the entire understanding and agreement between the parties and shall supersede any prior proposals, correspondence or discussions. Vendor shall satisfactorily provide all goods described herein and the attached Exhibit "A" at the sole request of the City. Vendor shall provide goods in accordance with this Agreement, in accordance with the appended exhibits, in accordance with due care, and in accordance with prevailing industry standards for comparable services.

## **5.01 COSTS**

A. City agrees to pay for goods and/or services during the term of this Agreement at the pricing set forth in Exhibit "A." Vendor specifically acknowledged and agrees that City is not obligated to use or purchase any estimated annual quantity of goods. Only if, and when needed by the City, the costs listed on Exhibit "A" shall be the basis of any charges collected by Vendor.

B. The City shall be authorized to pay the Vendor an amount not-to-exceed **Two Hundred and Three Thousand, Seven Hundred and Ninety-Five and 37/100 Dollars (\$203,795.37)** for the term of this Agreement.

## **6.01 INVOICES**

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

- A. Name and address of Vendor;
- B. Purchase Order Number;
- C. Description and quantity of items received; and
- D. Delivery dates.

## **7.01 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 at the end of any City fiscal year if the governing body of City does not appropriate funds sufficient to purchase the services as determined by City's budget for the fiscal year in question. City may affect such termination by giving Vendor a written notice of termination at the end of its then-current fiscal year.

## **8.01 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 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 or 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 if:

- A. There is a bona fide dispute between City and Vendor, a contractor, subcontractor, or supplier about goods delivered or the service performed that causes the payment to be late; or

B. 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

C. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or

D. The invoice is not mailed to City in strict accordance with any instruction on the purchase order relating to the payment.

#### **9.01 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.

#### **10.01 TAXES**

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

#### **11.01 ORDERS PLACED WITH ALTERNATE VENDORS**

If Vendor cannot provide the goods as specified, City reserves the right and option to obtain same from another source or supplier(s).

#### **12.01 INSURANCE**

Vendor shall meet all requirements as set forth 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)

#### **13.01 CITY'S REPRESENTATIVE**

City hereby designates the following representative(s) authorized to act in its behalf with regards to this Agreement:

Michael De Santis  
SCADA Specialist  
Utilities and Environmental Services  
3400 Sunrise Road  
Round Rock, Texas 78665  
(512) 218-2005  
[mdesantis@roundrocktexas.gov](mailto:mdesantis@roundrocktexas.gov)

#### **14.01 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.

#### **15.01 DEFAULT**

If Vendor abandons or defaults hereunder and is a cause of City purchasing the specified services elsewhere, Vendor agrees that it will not be considered in the re-advertisement of the service and that it may not be considered in future bids for the same type of work unless the scope of work is significantly changed. Vendor shall be declared in default of this Agreement if it does any of the following:

- A. Fails to make any payment in full when due;
- B. Fails to fully, timely and faithfully perform any of its material obligations hereunder;
- C. Fails to provide adequate assurance of performance under the "Right to Assurance" section herein; or
- D. Becomes insolvent or seeks relief under the bankruptcy laws of the United States.

#### **16.01 TERMINATION AND SUSPENSION**

A. City 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 Vendor.

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, in the event of material and substantial breach by City, or by written mutual agreement to terminate.

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 notice of termination, Vendor shall submit a statement detailing the goods and/or services satisfactorily performed under this Agreement 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.

## **17.01 INDEMNIFICATION**

Vendor shall defend (at the option of City), indemnify, and hold City, its successors, assigns, officers, employees and elected officials harmless from claims for physical damage to third party property or injury to persons, including death, to the extent caused by the negligence of Vendor or its officers, agents, employees, and/or assigns while engaged in activities under this Agreement.

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

A. Vendor, its agents, employees and subcontractors shall use best efforts to comply with all federal and state laws, City's Charter and Ordinances, 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 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 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.

## **19.01 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.

## **20.01 NOTICES**

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

- A. When delivered personally to recipient's address as stated in this Agreement; or
- B. 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:**

Veolia Water Technologies Treatment Solutions USA  
3600 Horizon Blvd.  
Trevose, PA 19053

### **Notice to City:**

City Manager  
221 East Main Street  
Round Rock, TX 78664

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

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

## **21.01 APPLICABLE LAW AND 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.

## **22.01 EXCLUSIVE AGREEMENT**

This document, and all appended documents, constitutes the entire Agreement between City and Vendor. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing, duly authorized by action of the City Manager or City Council.

## **23.01 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.

## **24.01 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 such 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 hereof shall not prevent this entire Agreement from being void should a provision that is of the essence of this Agreement be determined to be void.

## **25.01 LIMITATION OF LIABILITY**

Neither party shall be liable to the other party for any special, indirect, incidental, consequential, or punitive damages arising from their obligations under this Agreement, whether such damages are based upon breach of contract, breach of warranty, tort, strict liability or otherwise. In no event shall Vendor's liability exceed the purchase price of the equipment or parts of the equipment on which such liability is based.

## **26.01 MISCELLANEOUS PROVISIONS**

**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.

**Time is of the Essence.** Vendor understands and agrees that time is of the essence and that any failure of Vendor to fulfill obligations for each portion of this Agreement within the agreed timeframes will constitute a material breach of this Agreement. Vendor shall be fully responsible for its delays or for failures to use best efforts in accordance with the terms of this Agreement. Where damage is caused to City due to Vendor's failure to perform in these circumstances, City may pursue any remedy available without waiver of any of City's additional legal rights or remedies.

**Force Majeure.** Neither City nor Vendor shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reasons for which it is not responsible as defined herein. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

**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.

**City of Round Rock, Texas**

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

**For City, Attest:**


By: \_\_\_\_\_  
Meagan Spinks, City Clerk

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


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

**Veolia Water Technologies Treatment Solutions USA**


By: \_\_\_\_\_  
Printed Name: PEDRO DACELO  
Title: NAM LEADER  
Date Signed: 8/10/2023

		Veolia Water Technologies Treatment Solutions USA Inc. 600 WILLOW TREE RD LEONIA NJ 07605 UNITED STATES  PHONE: 201-676-2525		<b>Quotation</b>		
<b>Quote Date</b>		<b>Quotation Exp. Date</b>		<b>Veolia TS Quote</b>		
09MAY2023		31AUG2025		20579143		
<b>Sales org.</b>		<b>Sales Representative / Contact</b>		<b>Reference</b>		
B611		Adam Gagnon		UV Parts		
<b>Sold to : 1000151128</b> CITY OF ROUND ROCK 221 EAST MAIN STREET ROUND ROCK TX 78664 UNITED STATES				<b>Ship to : 4000216582</b> BRUSHY CREEK WWTP 3939 EAST PALM VALLEY ROAD ROUND ROCK TX 78665 UNITED STATES		
<b>Bill to : 0000510334</b> CITY OF ROUND ROCK 221 EAST MAIN STREET ROUND ROCK TX 78664 UNITED STATES				<b>Payment terms</b>		
				Net 30 Days From Invoice Date		
				<b>Inco terms</b>		
				EXW FACTORY		
<b>Currency:</b> U.S. Dollar				<b>Freight:</b> Freight PrePaid and Add		
<b>SNo.</b>	<b>Part Number / Item Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Price</b>	<b>Unit</b>	<b>Amount</b>
10	X0016H19 LAMP 58" ARC 20" 20AWG PIGTAIL 40HO WARM					
	150 EA	150	EA	30.00	EA	4,500.00
20	X0015H13 JACKET, QUARTZ, 67" TT NB, UV 40-HO					
	240 EA	240	EA	26.00	EA	6,240.00
30	X0029H01 BALLAST, ASSEMBLY, 230V, UV 40-HO					
	110 EA	110	EA	265.10	EA	29,161.00
40	X0057H01 DCA Assembly 40-HO					
	4 EA	4	EA	701.89	EA	2,807.56
50	X0056H01 LAMP CONTROL ASSEMBLY LCA 40 HO UV					
	10 EA	10	EA	494.19	EA	4,941.90
60	X0017H06 PHOTOCELL, SENSOR, W/AMP, UV 40-HO					
	2 EA	2	EA	1,576.39	EA	3,152.78
70	59810G02					

Thank you for your Consideration. To place an order, please fax signed Purchase Orders to the Customer Care number shown above. To ensure that you receive the pricing quoted, please reference this quotation number on your order. All sales are subject to our terms and conditions, contained with this quotation. Freight for Bulk Delivery and specialized freight charges, where applicable, are not included unless specifically indicated in the materials listing above. Pricing above does not include applicable taxes, which will be applied at time of order.

		Veolia Water Technologies Treatment Solutions USA Inc. 600 WILLOW TREE RD LEONIA NJ 07605 UNITED STATES  PHONE: 201-676-2525		<b>Quotation</b>		
<b>Quote Date</b>		<b>Quotation Exp. Date</b>		<b>Veolia TS Quote</b>		
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				EXW FACTORY		
<b>Currency:</b> U.S. Dollar				<b>Freight:</b> Freight PrePaid and Add		
SNo.	Part Number / Item Description	Quantity	Unit	Price	Unit	Amount
80	DCA Circuit Board 40-HO 3 EA	3	EA	330.90	EA	992.70
	X0031G03 SPACER CLIP, SS, UV 40-HO 200 EA	200	EA	0.89	EA	178.00
90	X0027H01 TOP LAMP SUPPORT ASSY 50 EA	50	EA	15.16	EA	758.00
	X0025G03 BRUSH, INVERTED SPIRAL, UV 40-HO 12 EA	12	EA	7.66	EA	91.92
110	X0028H03 SWITCH DISCONNECT 3 POLE 60 AMP UV 3 EA	3	EA	68.07	EA	204.21
	X0024G29 Fan, 230V, Salt/Fog, UV40-HO 24 EA	24	EA	95.47	EA	2,291.28
130	X0085H01 FAN CORD SET					

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				EXW FACTORY		
<b>Currency:</b> U.S. Dollar				<b>Freight:</b> Freight PrePaid and Add		
<b>SNo.</b>	<b>Part Number / Item Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Price</b>	<b>Unit</b>	<b>Amount</b>
140	24 EA X0078H02 HEAT TRANSFER COMPOUND TUBE, 3 OZ,	24	EA	5.61	EA	134.64
160	50 EA X0048H01 WIRING HARNESS BALLAST INTERCONNECT US	50	EA	37.88	EA	1,894.00
190	15 EA 61809G02 DATA CABLE ASSY "B" & HO SYSTEMS 70FT	15	EA	208.16	EA	3,122.40
200	12 EA P0278007 BATTERY, LITHIUM, 3.6V,	12	EA	98.70	EA	1,184.40
210	20 EA 3187393 FEE,SERVICE,SEE ORDER LONG TEXT	20	EA	7.85	EA	157.00
	1 EA ANNUAL SITE VISIT	1	EA	6,120.00	EA	6,120.00

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