

EXHIBIT
"A"

**CITY OF ROUND ROCK AGREEMENT FOR
PURCHASE OF WATER TREATMENT CHEMICALS
AND PIPE BURSTING EQUIPMENT
WITH
NCH CORPORATION
(DBA CERTIFIED LABORATORIES)**

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

THAT THIS AGREEMENT for the purchase of water treatment chemicals and pipe bursting equipment, and for related goods and services (referred to herein as the "Agreement"), is made and entered into on this the ____ day of the month of _____, 2020 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 the "City"), and NCH CORPORATION (dba Certified Laboratories), whose address is 2727 Chemsearch Boulevard, Irving, Texas 75062 (referred to herein as "Vendor").

RECITALS:

WHEREAS, City desires to purchase certain goods and services, specifically water treatment chemicals and pipe bursting equipment, and City desires to procure same from Vendor; and

WHEREAS, City is a member of Buy Board Cooperative Purchasing Program ("Buy Board") and Vendor is an approved Buy Board vendor through Buy Board Contract #606-20; and

WHEREAS, City desires to purchase said goods and services from Vendor through Buy Board as set forth herein; and

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

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 follow:

1.01 DEFINITIONS

A. **Agreement** means the binding legal contract between City and Vendor whereby City is obligated to buy specified services and Vendor is obligated to provide said services. The Agreement includes Vendor's discounts off catalog pricing, attached as Exhibit "A," and incorporated herein by reference for all purposes.

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 specified herein.

F. **Vendor** means NCH Corporation (dba Certified Laboratories), its successors or assigns.

2.01 EFFECTIVE DATE, 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 or extended as provided herein.

B. This Agreement shall terminate March 31, 2023.

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

3.01 CONTRACT DOCUMENTS AND EXHIBITS

The goods and services which are the subject matter of this Agreement are described in Exhibit "A" and, together with this Agreement, comprise the Contract Documents.

4.01 ITEMS

A. The goods which are the subject matter of this Agreement are described generally in the attached Exhibit "A."

B. This Agreement shall evidence the entire understanding and agreement between the parties and shall supersede any prior proposals, correspondence or discussions.

C. Vendor shall satisfactorily provide all deliverables described in Exhibit "A" within the contract term specified. A change in the Scope of Services or any term of this Agreement, including bonding requirements, must be negotiated and agreed to in all relevant details, and must be embodied in a valid Supplemental Agreement as described herein.

5.01 COSTS

A. City agrees to pay for supplies during the term of this Agreement at the pricing set forth at 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 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 **One Hundred Eighty Thousand and No/100 Dollars (\$180,000.00)** 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 or services provided; and
- D. Delivery or performance 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 effect 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, payment to Vendor will be made within thirty (30) days of the day on which City receives the performance, supplies, materials, equipment, and/or deliverables, or within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which City receives a correct invoice for the performance and/or deliverables 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); however, this Policy does not apply to payments made by City in the event:

- A. 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
- B. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or
- C. 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
- D. Invoices are not mailed to City in strict accordance with instructions, if any, on the purchase order or the Agreement or other such contractual agreement.

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 the products from another supplier or suppliers

12.01 CITY’S REPRESENTATIVE

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

Michael Thane
Utilities and Environmental Services Director
3400 Sunrise Road
Round Rock, Texas 78665
(512) 218-3236
mthane@roundrocktexas.gov

13.01 INSURANCE

Vendor shall meet all City of Round Rock Insurance Requirements as set forth at: http://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr_insurance_07.20112.pdf.

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 under this Agreement and is a cause of City purchasing the specified goods elsewhere, Vendor agrees that it may be charged the difference in cost, if any, and 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 fully, timely and faithfully perform any of its material obligations under this Agreement;
- B. Fails to provide adequate assurance of performance under the "Right to Assurance" section herein; or
- C. 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, 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 such notice of termination, Vendor shall submit a statement showing in detail 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 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.

18.01 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 2270, 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.

19.01 ASSIGNMENT AND DELEGATION

The parties each 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:

1. When delivered personally to the recipient’s 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:

NCH Corporation
2727 Chemsearch Boulevard
Irving, Texas 75062

Notice to City:

City Manager
221 East Main Street
Round Rock, TX 78664

Stephan L. Sheets, City Attorney
AND TO: 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; 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 Vendor and City. 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 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.

25.01 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: _____

Attest:

By: _____
Sara L. White, City Clerk

For City, Approved as to Form:

By: _____
Stephan L. Sheets, City Attorney

NCH Corporation

By: 
Printed Name: Kathleen Lindig
Title: Specialist Admin
Date Signed: 7/20/2020

Exhibit "A"

City of Round Rock, Texas
Price Sheet
Certified Laboratories
BuyBoard Contract 606-20

The City of Round Rock would like to enter into a contract with Certified Laboratories per the terms of Buy Board Contract 606-20 The City intends to purchase from this contract Water Treatment Chemicals and Pipe Bursting Equipment in an estimated annual amount not-to-exceed **\$60,000**.

Contract Term: Effective from date of execution and will expire on 3/31/2023, per the terms of BuyBoard Contract No. 606-20.

Special Instructions: Complete pricing below and submit copy of price list or catalog

Section I: Equipment, Products and Supplies

Item #	Short Description	Full Description	State Percent (%) of Discount of Catalog/Pricelist	State Name of Catalog/Pricelist	Exceptions to Discount
1	Discount(% Off Catalog/Pricelist for Municipal Water and Wastewater Supplies	Please state the discount(%) off catalog/pricelist for Municipal Water and Wastewater Supplies. catalog/Pricelist MUST be included or proposal will not be considered.	10%	CERTIFIED LABS ROUND ROCK PRICE LIST	
2	Discount(% Off Catalog/Pricelist for Municipal Water and Wastewater Equipment	Please state the discount(%) off catalog/pricelist for Municipal Water and Wastewater Equipment. Catalog/Pricelist MUST be included or proposal will not be considered.	10%	CERTIFIED LABS ROUND ROCK PRICE LIST	
3	Discount (%) Off Catalog/Pricelist for Municipal Water and Wastewater Chemicals	Please state the discount(%) off catalog/pricelist for Municipal Water and Wastewater Chemicals. catalog/Pricelist MUST be included or proposal will not be considered.	10%	CERTIFIED LABS ROUND ROCK PRICE LIST	
4	Discount (%) Off Catalog/Pricelist for Municipal Water and Wastewater Hardware and Software Systems Including Remote Monitoring Systems	Please state the discount(%) off catalog/pricelist for Municipal Water and Wastewater Hardware and Software Systems Including Remote Monitoring Systems. Catalog/Pricelist MUST be included or proposal will not be considered.	10%	CERTIFIED LABS ROUND ROCK PRICE LIST	
5	Discount(% Off Catalog/Pricelist for Municipal Water and Wastewater Parts	Please state the discount(%) off catalog/pricelist for Municipal Water and Wastewater Parts. Catalog/Pricelist MUST be included or proposal will not be considered.	10%	CERTIFIED LABS ROUND ROCK PRICE LIST	
6	Discount(% Off Catalog/Pricelist for All Other Municipal Water and Wastewater Products	Please state the discount(%) off catalog/pricelist for All Other Municipal Water and Wastewater Products. catalog/Pricelist MUST be included or proposal will not be considered.	10%	CERTIFIED LABS ROUND ROCK PRICE LIST	
7	Discount(% Off catalog/Pricelist for Chilled Water Closed Loop Chemicals	Please state the discount(%) off catalog/pricelist for Chilled Water Closed Loop Chemicals. Catalog/Pricelist MUST be included or proposal will not be considered.	10%		
8	Discount (%) Off Catalog/Pricelist for Hot Water Closed Loop Chemicals	Please state the discount(%) off catalog/pricelist for Hot Water Closed Loop Chemicals. Catalog/Pricelist MUST be included or proposal will not be considered.	10%		
9	Discount(% Off catalog/Pricelist for Cooling Tower Chemicals	Please state the discount(%) off catalog/pricelist for Cooling Tower Chemicals. Catalog/Pricelist MUST be included or proposal will not be considered.	10%		
10	Discount(% Off Catalog/Pricelist for Two Pipe Systems (Hot or Cold Loops) Chemicals	Please state the discount(%) off catalog/pricelist for Two Pipe Systems (Hot or Cold Loops) Chemicals. catalog/Pricelist MUST be included or proposal will not be considered.	10%		
11	Discount(% Off catalog/Pricelist for All Other All Other HVAC Water Treatment Chemicals	Please state the discount(%) off catalog/pricelist for All Other All Other HVAC Water Treatment Chemicals. catalog/Pricelist MUST be included or proposal will not be considered.	10%		

Exhibit "A"

12	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Municipal Water Treatment Supplies, Equipment, Chemicals and Products	Hourly Labor Rate for Installation/Repair Service of Municipal Water Treatment Supplies, Equipment, Chemicals and Products -- State the Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.	144/hr		
13	Not to Exceed Hourly Labor Rate for Installation/Repair Service of HVAC Water Treatment Chemicals and Products	Hourly Labor Rate for Installation/Repair Service of HVAC Water Treatment Chemicals and Products -- State the Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.	144/hr		
14	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Pipe Bursting Equipment and Products	Hourly Labor Rate for Installation/Repair Service of Pipe Bursting Equipment and Products -- State the Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products	144/hr		

Information Only: The City of Round Rock reserves the right to order other products from the attached MSRP Sheet per the discounts quoted in BuyBoard Contract #606-20

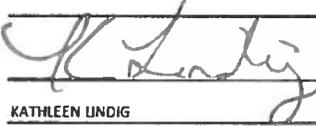
COMPANY NAME:	NCH CORPORATION DBA CERTIFIED LABORATORIES
SIGNATURE OF AUTHORIZED REPRESENTATIVE:	
PRINTED NAME:	KATHLEEN LUNDIG
PHONE NUMBER:	972-438-0563
EMAIL ADDRESS:	

Exhibit "A"
CERTIFIED LABS
ROUND ROCK
PRICE LIST

PRODUCT NAME & DESCRIPTION	ITEM #	QTY	PRICE	UOM	BUYBOARD PRICE
20000 PLUS, 30 GL, US MM	12050083	30	\$56.90	GL	\$ 51.21
20000 PLUS, 5 GL, US MM	12050084	5	\$64.00	GL	\$ 57.60
20000 PLUS, 55 GL, US MM	12050082	55	\$55.12	GL	\$ 49.61
AP TECH DUROBROM, 4 X 4.5 LB, GEN	10195541	1	\$1,365.45	CS	\$ 1,228.91
AP TECH DUROCID C-100-G, 2 X 5 LB / CS, US GEN	12047114	1	\$1,550.45	CS	\$ 1,395.41
AP TECH, WD-BSTX, CS/30, US GEN	12041838	1	\$575.45	CS	\$ 517.91
AQUA MAG, 171 LB / 15 GL, US GEN	10195513	171	\$4.03	LB	\$ 3.63
BACTICIDE 45B, 5 GL, US CM	10195212	5	\$121.35	GL	\$ 109.22
BACTICIDE 45B, 55 GL, US CM	10195211	55	\$115.62	GL	\$ 104.06
BIODISPERSANT, 2 X 2.5 GL, US MM	10195137	5	\$47.20	GL	\$ 42.48
BIODISPERSANT, 30 GL, US MM	10195136	30	\$39.60	GL	\$ 35.64
BIODISPERSANT, 5 GL, US MM	10195135	5	\$43.80	GL	\$ 39.42
BIODISPERSANT, 55 GL, US MM	10195134	55	\$37.72	GL	\$ 33.95
BP-600, 25 LB, US CA	10032749	25	\$6.38	LB	\$ 5.74
BROMMAX 7.1, ENVIRO TECH CHEMICALS, 150 LB / 15 GL, US GEN	10180246	150	\$8.48	LB	\$ 7.63
BWT-93, 2 X 2.5 GL, NAC MM	12061055	5	\$42.80	GL	\$ 38.52
BWT-93, 20 GL, NAC MM	12061829	20	\$36.99	GL	\$ 33.29
BWT-93, 30 GL, NAC MM	12061539	30	\$35.50	GL	\$ 31.95
BWT-93, 5 GL, NAC MM	12061056	5	\$44.90	GL	\$ 40.41
BWT-93, 55 GL, NAC MM	12061057	55	\$33.67	GL	\$ 30.30
CBD-92, 265 LB, NAC CA	12059413	265	\$4.00	LB	\$ 3.60
CBD-92, 44 LB, NAC CA	12059412	44	\$5.96	LB	\$ 5.36
CBD-94, 43 LB, US CA	10036377	43	\$4.80	LB	\$ 4.32
CBD-94, 472 LB, US CA	10194774	472	\$3.87	LB	\$ 3.48
CERTALEX, 2 X 2.5 GL, NAC MM	12039987	5	\$38.50	GL	\$ 34.65
CERTALEX, 330 GL PWC TOTE, NAC MM	12039989	330	\$20.55	GL	\$ 18.50
CERTALEX, 55 GL, NAC MM	12039990	55	\$29.62	GL	\$ 26.66
CERTIFIED 133, 30 GL, US CL	10194700	30	\$48.90	GL	\$ 44.01
CERTIFIED 133, 5 GL, US CL	10194699	5	\$54.00	GL	\$ 48.60
CERTIFIED 133, 55 GL, US CL	10194698	55	\$47.12	GL	\$ 42.41
CERTIFIED 15000, 2 X 2.5 GL, US CL	12055107	5	\$66.00	GL	\$ 59.40
CERTIFIED 15000, 20 GL, US CL	12055108	20	\$60.34	GL	\$ 54.31
CERTIFIED 15000, 5 GL, US CL	12061826	5	\$66.00	GL	\$ 59.40
CERTIFIED 15000, 55 GL, US CL	12055109	55	\$57.12	GL	\$ 51.41
CERTIFIED 15000MT, 2 X 2.5 GL, NAC CL	10194694	5	\$70.50	GL	\$ 63.45
CERTIFIED 15000MT, 20 GL, NAC CL	10194693	20	\$64.84	GL	\$ 58.36
CERTIFIED 15000MT, 55 GL, NAC CL	10194690	55	\$61.62	GL	\$ 55.46
CERTIFIED 8000BD, 2 X 2.5 GL, NAC CL	10194683	5	\$48.55	GL	\$ 43.70
CERTIFIED 8000BD, 20 GL, NAC CL	10194682	20	\$42.79	GL	\$ 38.51
CERTIFIED 8000BD, 55 GL, NAC CL	10194680	55	\$39.42	GL	\$ 35.48
CERTIFIED 8500, 30 GL, US CL	12045255	30	\$40.90	GL	\$ 36.81
CERTIFIED 8500, 5 GL, US CL	12045256	5	\$46.00	GL	\$ 41.40
CERTIFIED 8500, 55 GL, US CL	12045254	55	\$39.12	GL	\$ 35.21
CERTIFIED 8500MTP, 30 GL, US CL	10194674	30	\$51.65	GL	\$ 46.49
CERTIFIED 8500MTP, 5 GL, US CL	10194673	5	\$56.80	GL	\$ 51.12
CERTIFIED 8500MTP, 55 GL, US CL	10194672	55	\$49.82	GL	\$ 44.84
CERTIFIED 910, 30 GL, US CL	10194666	30	\$18.40	GL	\$ 16.56
CERTIFIED 910, 5 GL, US CL	10194664	5	\$23.50	GL	\$ 21.15
CERTIFIED 910, 55 GL, US CL	10194663	55	\$16.62	GL	\$ 14.96
CERTIFIED MOLDGUARD 200, 30 GL, US CL	10179318	30	\$65.70	GL	\$ 59.13
CERTIFIED MOLDGUARD 200, 5 GL, US CL	10181734	5	\$71.00	GL	\$ 63.90
CERTIFIED MOLDGUARD 300, 30 GL, US CL	10179315	30	\$74.85	GL	\$ 67.37
CERTIFIED MOLDGUARD 300, 5 GL, US CL	10179316	5	\$80.05	GL	\$ 72.05

Exhibit "A"
CERTIFIED LABS
ROUND ROCK
PRICE LIST

PRODUCT NAME & DESCRIPTION	ITEM #	QTY	PRICE	UOM	BUYBOARD PRICE
CERTIFIED MOLDGUARD 300, 55 GL, US CL	10179317	55	\$70.92	GL	\$ 63.83
CHECK-MARK 40224, 30 GL, US CM	12043795	30	\$164.29	GL	\$ 147.86
CHECK-MARK 40224, 330 GL PWC TOTE, US CM	12043797	330	\$151.67	GL	\$ 136.50
CHECK-MARK 40224, 5 GL, US CM	12043794	5	\$173.85	GL	\$ 156.47
CHECK-MARK 40224, 55 GL, US CM	12043796	55	\$162.17	GL	\$ 145.95
CHEM-AQUA 10270, 55 LB, NAC CA	12043657	55	\$3.53	LB	\$ 3.18
CHEM-AQUA 10600, 146 LB, NAC CA	12040679	146	\$2.34	LB	\$ 2.11
CHEM-AQUA 10600, 293 LB, NAC CA	12040680	293	\$1.97	LB	\$ 1.77
CHEM-AQUA 10600, 48 LB, NAC CA	12040678	48	\$2.94	LB	\$ 2.65
CHEM-AQUA 10600, 538 LB, NAC CA	12040681	538	\$1.74	LB	\$ 1.57
CHEM-AQUA 11800, 191 LB, NAC CA	12074545	191	\$4.53	LB	\$ 4.08
CHEM-AQUA 11800, 382 LB, NAC CA	12074546	382	\$4.15	LB	\$ 3.74
CHEM-AQUA 11800, 4210 LB / 330 GL PRB TOTE, NAC CA	12074548	4210	\$2.42	LB	\$ 2.18
CHEM-AQUA 11800, 63 LB / 2 X 2.5 GL, NAC CA	12074543	63	\$5.89	LB	\$ 5.30
CHEM-AQUA 11800, 63 LB / 5 GL, NAC CA	12074544	63	\$5.47	LB	\$ 4.92
CHEM-AQUA 11800, 701 LB, NAC CA	12074547	701	\$3.70	LB	\$ 3.33
CHEM-AQUA 12150, 48 LB, NAC CA	12063482	48	\$6.13	LB	\$ 5.52
CHEM-AQUA 13140, 290 LB, NAC CA	12062961	290	\$5.34	LB	\$ 4.81
CHEM-AQUA 16100, 288 LB, NAC CA	12070323	288	\$4.15	LB	\$ 3.74
CHEM-AQUA 16100, 48 LB / 2 X 2.5 GL, NAC CA	12070321	48	\$5.35	LB	\$ 4.82
CHEM-AQUA 16100, 529 LB, NAC CA	12070324	529	\$3.75	LB	\$ 3.38
CHEM-AQUA 16190, 50 LB, NAC CA	12052036	50	\$5.85	LB	\$ 5.27
CHEM-AQUA 17709, 42 LB, NAC CA	12052040	42	\$5.08	LB	\$ 4.57
CHEM-AQUA 18015, 125 LB, US CA	12056411	125	\$4.99	LB	\$ 4.49
CHEM-AQUA 18015, 40 LB, US CA	12056410	40	\$5.80	LB	\$ 5.22
CHEM-AQUA 18015, 455 LB, US CA	12056413	455	\$4.05	LB	\$ 3.65
CHEM-AQUA 18104, 125 LB, NAC CA	12057315	125	\$8.38	LB	\$ 7.54
CHEM-AQUA 18104, 2373 LB / 330 GL PWC TOTE, NAC CA	12058762	2373	\$7.00	LB	\$ 6.30
CHEM-AQUA 18104, 245 LB, NAC CA	12057316	245	\$7.57	LB	\$ 6.81
CHEM-AQUA 18104, 41 LB, NAC CA	12057314	41	\$8.47	LB	\$ 7.62
CHEM-AQUA 18104, 450 LB, NAC CA	12057317	450	\$7.24	LB	\$ 6.52
CHEM-AQUA 31155, 142 LB, NAC CA	12027856	142	\$7.69	LB	\$ 6.92
CHEM-AQUA 31155, 283 LB, NAC CA	12027857	283	\$7.27	LB	\$ 6.54
CHEM-AQUA 31155, 47 LB / 2 X 2.5 GL, US CA	12056597	47	\$10.75	LB	\$ 9.68
CHEM-AQUA 31155, 47 LB, NAC CA	12027855	47	\$9.05	LB	\$ 8.15
CHEM-AQUA 31155, 520 LB, NAC CA	12027858	520	\$7.16	LB	\$ 6.44
CHEM-AQUA 31355, 49 LB, NAC CA	12065086	49	\$9.57	LB	\$ 8.61
CHEM-AQUA 31355, 536 LB, NAC CA	12065089	536	\$6.40	LB	\$ 5.76
CHEM-AQUA 31505, 144 LB, NAC CA	12058779	144	\$6.88	LB	\$ 6.19
CHEM-AQUA 31505, 268 LB, NAC CA	12058781	268	\$6.49	LB	\$ 5.84
CHEM-AQUA 31505, 47 LB, NAC CA	12058778	47	\$7.53	LB	\$ 6.78
CHEM-AQUA 31505, 525 LB, NAC CA	12058782	525	\$6.19	LB	\$ 5.57
CHEM-AQUA 31855, 151 LB, NAC CA	12030094	151	\$6.57	LB	\$ 5.91
CHEM-AQUA 31855, 50 LB, NAC CA	12030093	50	\$7.96	LB	\$ 7.16
CHEM-AQUA 31905, 150 LB, US CA	12047410	150	\$6.69	LB	\$ 6.02
CHEM-AQUA 31905, 545 LB, US CA	12047412	545	\$5.47	LB	\$ 4.92
CHEM-AQUA 32115, 50 LB, NAC CA	12043676	50	\$7.71	LB	\$ 6.94
CHEM-AQUA 40215, 125 LB, US CA	12054758	125	\$7.96	LB	\$ 7.16
CHEM-AQUA 40215, 255 LB, US CA	12054759	255	\$8.37	LB	\$ 7.53
CHEM-AQUA 40215, 2812 LB / 330 GL PWC TOTE, US CA	12054761	2812	\$7.02	LB	\$ 6.32
CHEM-AQUA 40215, 40 LB, US CA	12054757	40	\$8.43	LB	\$ 7.59
CHEM-AQUA 40215, 460 LB, US CA	12054760	460	\$7.80	LB	\$ 7.02
CHEM-AQUA 42100, 50 LB, US CA	12054774	50	\$19.35	LB	\$ 17.42

Exhibit "A"
CERTIFIED LABS
ROUND ROCK
PRICE LIST

PRODUCT NAME & DESCRIPTION	ITEM #	QTY	PRICE	UOM	BUYBOARD PRICE
CHEM-AQUA 42171, 150 LB, US CA	12019201	150	\$8.93	LB	\$ 8.04
CHEM-AQUA 42171, 310 LB, US CA	12019200	310	\$8.75	LB	\$ 7.88
CHEM-AQUA 42171, 53 LB, US CA	12019202	53	\$10.00	LB	\$ 9.00
CHEM-AQUA 42171, 570 LB, US CA	12019199	570	\$8.55	LB	\$ 7.70
CHEM-AQUA 51720, 600 LB, NAC CA	12056271	600	\$3.80	LB	\$ 3.42
CHEM-AQUA 51777, 275 LB, NAC CA	12067337	275	\$4.19	LB	\$ 3.77
CHEM-AQUA 51777, 3027 LB PWC TOTE, NAC CA	12067339	3027	\$3.71	LB	\$ 3.34
CHEM-AQUA 51777, 46 LB / 2 X 2.5 GL, NAC CA	12067335	46	\$5.45	LB	\$ 4.91
CHEM-AQUA 51777, 46 LB, NAC CA	12067336	46	\$4.92	LB	\$ 4.43
CHEM-AQUA 51777, 504 LB, NAC CA	12067338	504	\$3.74	LB	\$ 3.37
CHEM-AQUA 51999, 153 LB, NAC CA	12067342	153	\$6.65	LB	\$ 5.99
CHEM-AQUA 51999, 304 LB, NAC CA	12067343	304	\$6.11	LB	\$ 5.50
CHEM-AQUA 51999, 3330 LB / 330 GL PWC TOTE, NAC CA	12067345	3330	\$4.39	LB	\$ 3.95
CHEM-AQUA 51999, 51 LB / 2 X 2.5 GL, NAC CA	12067340	51	\$8.59	LB	\$ 7.73
CHEM-AQUA 51999, 51 LB, NAC CA	12067341	51	\$7.09	LB	\$ 6.38
CHEM-AQUA 51999, 557 LB, NAC CA	12067344	557	\$5.84	LB	\$ 5.26
CHEM-AQUA 58100, 20 LB, (90 TABLETS / PAIL), NAC CA	12078342	20	\$23.43	LB	\$ 21.09
CHEM-AQUA 65605, 282 LB, NAC CA	12027420	282	\$3.28	LB	\$ 2.95
CHEM-AQUA 65605, 47 LB, NAC CA	12027418	47	\$5.15	LB	\$ 4.64
CHEM-AQUA 75115, 142 LB, NAC CA	12052462	142	\$3.04	LB	\$ 2.74
CHEM-AQUA 75115, 283 LB, NAC CA	12052463	283	\$2.71	LB	\$ 2.44
CHEM-AQUA 75115, 47 LB, NAC CA	12052461	47	\$3.47	LB	\$ 3.12
CHEM-AQUA 75115, 520 LB, NAC CA	12052464	520	\$2.43	LB	\$ 2.19
CHEM-AQUA 900, 49 LB, NAC CA	10034767	49	\$4.17	LB	\$ 3.75
CHEMSEARCH 8000 LTT, 491 LB / 55 GL, US NC	12070255	491	\$4.30	LB	\$ 3.87
CHEMSEARCH 900 PLUS, 30 GL, US NC	10194168	30	\$22.30	GL	\$ 20.07
CHEMSEARCH 900 PLUS, 5 GL, US NC	10194167	5	\$28.40	GL	\$ 25.56
CHEMSEARCH 900 PLUS, 55 GL, US NC	10194166	55	\$19.97	GL	\$ 17.97
COOLACIDE, 2 X 2.5 GL, US CM	10193950	5	\$67.45	GL	\$ 60.71
COOLACIDE, 55 GL, US CM	10193940	55	\$58.32	GL	\$ 52.49
CWT-92, 2 X 2.5 GL, NAC MM	12061059	5	\$42.80	GL	\$ 38.52
CWT-92, 265 LB / 30 GL, NAC MM	12061537	265	\$5.50	LB	\$ 4.95
CWT-92, 30 GL, NAC MM	12061535	30	\$35.50	GL	\$ 31.95
CWT-92, 5 GL, NAC MM	12061060	5	\$42.90	GL	\$ 38.61
CWT-92, 55 GL, NAC MM	12061061	55	\$33.67	GL	\$ 30.30
DEFOAMER NS, 2 X 2.5 GL, US MM	10192968	5	\$48.05	GL	\$ 43.25
HANDIPAK 104C, 4 X 9 LB, NAC CA	10192865	1	\$691.95	CS	\$ 622.76
HANDIPAK 109, 4 X 9 LB, NAC CA	10192902	1	\$693.45	CS	\$ 624.11
HANDIPAK 120, 4 X 12 LB, NAC CA	10192899	1	\$658.95	CS	\$ 593.06
HANDIPAK 125, 4 X 12 LB, NAC CA	10192897	1	\$653.45	CS	\$ 588.11
HANDIPAK 140, 4 X 11 LB, NAC CA	10192895	1	\$1,092.45	CS	\$ 983.21
HANDIPAK 150, 4 X 11 LB, NAC CA	10192892	1	\$622.45	CS	\$ 560.21
HANDIPAK 18 TABLET, 6 TABLETS / CS, NAC CA	12024423	1	\$278.95	CS	\$ 251.06
HANDIPAK 22MT, 4 X 11 LB, US CA	10065227	1	\$1,483.95	CS	\$ 1,335.56
HANDIPAK 22MT, BL 4 X 11 LB, US GEN	10075218	1	\$1,567.95	CS	\$ 1,411.16
HANDIPAK 444, STX 30 x 0.8 LB, NAC CA	10192880	1	\$581.45	CS	\$ 523.31
HANDIPAK 55, BL 4 X 11 LB, NAC CA	12039956	1	\$1,513.95	CS	\$ 1,362.56
HANDIPAK 585, 4 X 12 LB, NAC CA	10192878	1	\$715.45	CS	\$ 643.91
HANDIPAK 810, 4 X 12 LB, NAC CA	10192876	1	\$574.45	CS	\$ 517.01
HANDIPAK 888, STX 30 X 0.8 LB, NAC CA	10065228	1	\$2,612.95	CS	\$ 2,351.66
HANDIPAK 910, 4 X 12 LB, NAC CA	10192872	1	\$542.45	CS	\$ 488.21
HANDIPAK 94, 4 X 10 LB, NAC CA	12079792	1	\$1,129.45	CS	\$ 1,016.51
HANDIPAK BOILOUT STX, 24 X 1 LB, NAC CA	10192867	1	\$510.45	CS	\$ 459.41

Exhibit "A"
CERTIFIED LABS
ROUND ROCK
PRICE LIST

PRODUCT NAME & DESCRIPTION	ITEM #	QTY	PRICE	UOM	BUYBOARD PRICE
HANDIPAK OXASTX, 30 X 0.8, NAC CA	10192866	1	\$698.95	CS	\$ 629.06
LIQUID CLOSED LOOP CLEANER, 2 X 2.5 GL, NAC MM	12042758	5	\$38.50	GL	\$ 34.65
LIQUID CLOSED LOOP CLEANER, 30 GL, NAC MM	12057555	30	\$31.65	GL	\$ 28.49
LIQUID CLOSED LOOP CLEANER, 55 GL, NAC MM	12042754	55	\$29.62	GL	\$ 26.66
MB-1000, 25 LB, US CM	12023534	25	\$20.00	LB	\$ 18.00
MB-1000, 50 LB, US CM	10036402	50	\$18.85	LB	\$ 16.97
MB-1563B, 5 GL, US CM	10172717	5	\$99.00	GL	\$ 89.10
MB-215, 15 GL, US CM	10189593	15	\$64.27	GL	\$ 57.84
MB-215, 30 GL, US CM	10189592	30	\$62.25	GL	\$ 56.03
MB-215, 5 GL, US CM	10189591	5	\$67.45	GL	\$ 60.71
MB-215, 55 GL, US CM	10189590	55	\$60.42	GL	\$ 54.38
MB-38, 140 LB, US CA	10070695	140	\$1.83	LB	\$ 1.65
MB-38, 252 LB, US CA	10070696	252	\$1.55	LB	\$ 1.40
MB-38, 45 LB, US CA	10070694	45	\$2.77	LB	\$ 2.49
MB-38, 475 LB, US CA	10070697	475	\$1.35	LB	\$ 1.22
MB-60B, 50 LB, US CM	10032891	50	\$15.50	LB	\$ 13.95
NM-40, 2 X 2.5 GL, NAC CL	10034642	5	\$40.85	GL	\$ 36.77
NM-40, 20 GL, NAC CL	10189002	20	\$34.94	GL	\$ 31.45
NM-40, 55 GL, NAC CL	10188999	55	\$31.62	GL	\$ 28.46
NM-50, 2 X 2.5 GL, NAC CL	10030378	5	\$39.10	GL	\$ 35.19
NM-50, 20 GL, NAC CL	10034709	20	\$33.29	GL	\$ 29.96
NM-50, 330 GL PWC TOTE, NAC CL	10177203	330	\$25.75	GL	\$ 23.18
NM-50, 55 GL, NAC CL	10188996	55	\$29.97	GL	\$ 26.97
OX-AWAY, 100 LB, US CA	10188847	100	\$3.83	LB	\$ 3.45
OX-AWAY, 300 LB, US CA	10188846	300	\$3.60	LB	\$ 3.24
PH 7-12, 2 X 2.5 GL, NAC CL	10041707	5	\$50.00	GL	\$ 45.00
PH 7-12, 20 GL, NAC CL	10188740	20	\$44.34	GL	\$ 39.91
PH 7-12, 55 GL, NAC CL	10188737	55	\$41.12	GL	\$ 37.01
PPC-6 PH ADJUSTER, 25 LB, US CL	10036344	25	\$5.25	LB	\$ 4.73
RESIN CLEANER, 2 X 2.5 GL, US MM	10070870	5	\$37.00	GL	\$ 33.30
RESIN CLEANER, 30 GL, US MM	10194652	30	\$28.65	GL	\$ 25.79
RESIN CLEANER, 330 GL PWC TOTE, US MM	12033788	330	\$27.55	GL	\$ 24.80
SCALZOFF, 30 GL, NAC MM	12033816	30	\$92.47	GL	\$ 83.22
SCALZOFF, 5 GL, NAC MM	12033815	5	\$102.45	GL	\$ 92.21
SCALZOFF, 55 GL, NAC MM	12033817	55	\$88.21	GL	\$ 79.39
STOP-FOAM, 1 X 1 GL, US CL	10187738	1	\$104.28	GL	\$ 93.85
STOP-FOAM, 330 GL PWC TOTE, US CL	10187736	330	\$80.85	GL	\$ 72.77
STOP-FOAM, 55 GL, US CL	10187734	55	\$81.97	GL	\$ 73.77
STOP-FOAM, 6 X 1 GL, US CL	10034924	6	\$93.75	GL	\$ 84.38
SUMP BUDDY WT ANTIMICROBIAL TIME RELEASE, 11 LB, US GEN	12030464	11	\$65.60	LB	\$ 59.04
TOWERCHLOR 56, OCCIDENTAL CHEMICAL CORP, 4 X 5 LB / CS, US GEN	12033835	1	\$1,051.95	CS	\$ 946.76
TRU-SOFT EVAP WATER SOFTENER SALT PELLETS, UNITED SALT, 40 LB, US GEN	12056250	1	\$19.04	BAG	\$ 17.14
WOOD BURNING FURNACE TREATMENT, 4 X 1 GL, NAC NC	12076843	4	\$54.40	GL	\$ 48.96
WT-21 PLUS, 2 X 2.5 GL, US CL	10042874	5	\$44.00	GL	\$ 39.60
WT-21 PLUS, 20 GL, US CL	10186783	20	\$38.34	GL	\$ 34.51
WT-21 PLUS, 330 GL PWC TOTE, US CL	10186782	330	\$31.05	GL	\$ 27.95
WT-21 PLUS, 55 GL, US CL	10186780	55	\$35.12	GL	\$ 31.61
WT-21, 2 X 2.5 GL, NAC CL	10034749	5	\$41.20	GL	\$ 37.08
WT-21, 20 GL, NAC CL	10186778	20	\$35.39	GL	\$ 31.85
WT-21, 330 GL PWC TOTE, NAC CL	12045696	330	\$28.35	GL	\$ 25.52
WT-21, 55 GL, NAC CL	10041234	55	\$32.07	GL	\$ 28.86

Exhibit "A"
CERTIFIED LABS
ROUND ROCK
PRICE LIST

PRODUCT NAME & DESCRIPTION	ITEM #	QTY	PRICE	UOM	BUYBOARD PRICE
WT-41, 2 X 2.5 GL, NAC CL	10035680	5	\$56.00	GL	\$ 50.40
WT-41, 20 GL, NAC CL	10035674	20	\$50.34	GL	\$ 45.31
WT-41, 55 GL, NAC CL	10035673	55	\$47.12	GL	\$ 42.41
WT-42, 2 X 2.5 GL, US CL	10035607	5	\$50.50	GL	\$ 45.45
WT-42, 20 GL, US CL	10186767	20	\$44.84	GL	\$ 40.36
WT-42, 55 GL, US CL	10185842	55	\$41.62	GL	\$ 37.46
WT-44S, 20 GL, US CL	10186762	20	\$27.39	GL	\$ 24.65
WT-44S, 35 GL, US CL	10186761	35	\$25.90	GL	\$ 23.31
WT-44S, 55 GL, US CL	10186760	55	\$24.07	GL	\$ 21.66
WT-55, 2 X 2.5 GL, NAC CL	10065428	5	\$55.40	GL	\$ 49.86
WT-55, 55 GL, NAC CL	10186753	55	\$46.27	GL	\$ 41.64
WT-61, 2 X 2.5 GL, US CL	10041264	5	\$36.05	GL	\$ 32.45
WT-61, 20 GL, US CL	10186751	20	\$30.04	GL	\$ 27.04
WT-61, 330 GL PWC TOTE, US CL	10186750	330	\$23.85	GL	\$ 21.47
WT-61, 55 GL, US CL	10186748	55	\$26.62	GL	\$ 23.96
WT-69, 2 X 2.5 GL, US CL	10186741	5	\$39.75	GL	\$ 35.78
WT-69, 20 GL, US CL	10186740	20	\$33.84	GL	\$ 30.46
WT-69, 30 GL, US CL	10186739	30	\$29.70	GL	\$ 26.73
WT-69, 5 GL, US CL	10186736	5	\$34.85	GL	\$ 31.37
WT-69, 55 GL, US CL	10186735	55	\$27.87	GL	\$ 25.08

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
NCH CORPORATION dba Certified Laboratories
IRVING, TX United States

Certificate Number:
2020-645894

Date Filed:
07/17/2020

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
CITY OF ROUND ROCK

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
000000
water treatment chemicals and pipe bursting equipment

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Kathleen Lindig, and my date of birth is 9/15/1987

My address is 2727 Chemsearch Blvd Irving TX 75062 USA
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Dallas County, State of Texas, on the 20 day of July, 2020
(month) (year)

Kathleen Lindig
Signature of authorized agent of contracting business entity (Declarant)