

RESOLUTION NO. R-2020-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS AWARDED A MASTER CONTRACT FOR THE PURCHASE AND DELIVERY OF HARMSCO FILTER CARTRIDGES TO RYAN HERCO FLOW SOLUTIONS, IN THE AMOUNT OF ONE HUNDRED FIFTY-FOUR AND 62/100 CENTS (\$154.62) AND FOUR HUNDRED FOURTEEN AND 91/100 CENTS (\$414.91) PER UNIT; AS ATTACHED IN EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, The City Council has appointed the City Manager as the Chief Administrative Officer of the City; and

WHEREAS, The City Manager is responsible for the proper administration of all affairs of the City; and

WHEREAS, The City Council has the steadfastness to ensure the quality of our City water supply; and

WHEREAS, The City of Bastrop has received all bids, and found the lowest responsible bidder to be qualified.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS:

Section 1: That the City Manager is hereby authorized to execute a master Purchase Agreement to Ryan Herco Flow Solutions for the purchase and delivery of Harmsco Filter Cartridges in the amount of \$154.62 and \$414.91 per unit. (Attached as Exhibit A)

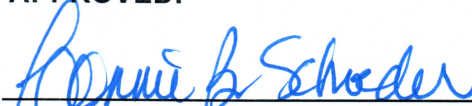
Section 2: That the City Council of the City of Bastrop has found Ryan Herco Flow Solutions, to be a subject matter expert in the field of cartridge filters.

Section 3: All orders, ordinances, and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 4: That this Resolution shall take effect immediately upon its passage, and it resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 14th day of January, 2020.

APPROVED:



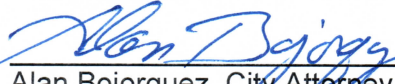
Connie B. Schroeder, Mayor

ATTEST:



Ann Franklin, City Secretary

APPROVED AS TO FORM:



Alan Bojorquez, City Attorney

EXHIBIT A to RESOLUTION R-2020-05

PURCHASE AGREEMENT

This PURCHASE AGREEMENT (“the Agreement”) dated this 15th day of JANUARY, 2020

BETWEEN:

RYAN HERCO FLOW SOLUTIONS

(the “Seller”)

AND

CITY OF BASTROP

(the “Buyer”)

IN CONSIDERATION OF THE COVENANTS and agreements contained in this Purchase Agreement the Parties to this Agreement agree as follows:

Purchase of Goods

1. The Buyer will purchase from the Seller the following goods (the "Goods"):
 - a. Harmsco HC/170-5 (5 micron) filter cartridges
 - b. Harmsco HC/170-LT2 filter cartridges
2. Buyer shall order products on an as-needed basis throughout the year.
3. Seller understands that references to brand names and/or numbers in this Agreement are intended to be restrictive, and not merely descriptive. It is understood that Seller will provide the referenced brand items as listed above.
4. Seller shall maintain access to a reasonable stock of such products on hand for the full term of the Agreement. Failure to maintain access to a reasonable stock may result in termination for default of the Seller's Agreement.

Purchase Price

5. The Seller will sell, transfer and deliver the Goods to the Buyer once order has been placed and perform all acts in a timely and cost-effective manner without sacrificing quality.
6. The Buyer will pay to the Seller for the Goods as listed below:
 - a. Harmsco HC/170-5 (5 micron) filter cartridges: \$154.62 per unit
 - b. Harmsco HC/170-LT2 filter cartridges: \$414.91 per unit
7. The shipping and handling charge is \$0.00 per unit.
8. The prices agreed upon will be valid for a one (1) year term after any resulting agreement is signed.
9. Seller shall invoice Buyer for products provided once the products have been delivered.
10. Seller acknowledges that Purchase Orders are required when an order is placed, and that the Buyer is a Net30 payor.

11. Buyer shall render payment to Seller within thirty (30) days of receipt of Seller's invoice and following review of and approval by the operation supervisor or designee of the services performed.

Delivery of Goods

12. The goods will be deemed received by the Buyer when delivered to the Buyer at

City of Bastrop
Water and Wastewater Department
300 Water Street
Bastrop, Texas 78602

13. Seller will include a packing slip showing the item number, product description, quantity ordered, quantity shipped and backordered items, including the expected ship date with each shipment.
14. Seller will arrange for the return of all miss-ordered, miss-shipped, returned, or damaged items at no cost to the City of Bastrop. There will be no restocking fee for returns of items that are damaged or shipped by the vendor in error. All items returned will be credited to the City of Bastrop within 14 days of receipt.

Assignment of Warranties

15. The Seller hereby assigns to the Buyer all manufacturers' warranties that the Seller receives with respect to any Parts or materials provided to and used by the Seller under this Agreement.

Entire Agreement

16. This Agreement contains the entire agreement of the Parties. There are no other promises or conditions in any other agreement either oral or written. This Agreement supersedes any prior written agreements between the Parties.

Mandatory Disclosures

17. Texas law requires that vendors make certain disclosures. To the extent required and applicable under Texas law, within 30 days after execution of this Agreement, Tenant must submit to the City a copy of the Conflict of Interest Questionnaire form (Form CIQ) approved by the Texas Ethics Commission in accordance with Texas Local Government Code Chapter 176, and the Affidavit regarding Prohibition on Contracts with Companies Boycotting Israel (*see* Texas Government Code Chapter 2270). The Tenant must also complete and submit the Certificate of Interested Parties Form 1295, as required by the Texas Ethics Commission, and submit it to the Ethics Commission with a copy to the City. The form is available online at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Title

18. Title to the Goods will remain with the Seller until delivery and actual receipt of the Goods by the Buyer.

Inspection

19. Inspection will be made by the Buyer at the time and place of delivery.

Effective Date; Term; Renewal

20. This Agreement shall commence upon the last day of execution of the Parties of this Agreement, *i.e.*, the Effective Date, and shall be in effect during the period of the current

fiscal year ending September 30, 2020. This Agreement shall automatically renew for successive one-year periods beginning October 1, 2020 unless terminated as provided below. This Agreement can be renewed for four consecutive twelve (12) month terms.

Amendment

21. This Agreement may be modified or amended in writing signed by both Parties as indicated in Item #29.

Liability and Indemnity

22. Any provision of any contract document that limits the Seller's liability to the City or releases the Seller from liability to the City for actual or compensatory damages, loss, or costs arising from the performance of this Contract is not applicable or effective.
23. The Seller shall agree to and shall indemnify, hold harmless, and defend the City and their officers, agents, and employees from and against any and all claims, losses, damages, causes of action suits and liability of every kind, including all expenses of litigation, court costs and attorney's fees for all claims and suits, including those for injury to or death of any person or for damage to property, arising out of or in connection with the delivery of the products requested in this contract.

Assignment

24. The Seller shall not assign this Contract, or any of the services herein, without the prior written consent of the Buyer.

Law Governing and Venue

25. This Contract is governed by the law of the State of Texas and a lawsuit may only be prosecuted on this Contract in a court of competent jurisdiction located in or having jurisdiction in Bastrop, County, Texas.

Dispute Resolution Procedures

26. The Seller and the Buyer desire an expeditious means to resolve any dispute that may arise between them regarding this Contract. If either party disputes any matter in relation to this contract, the parties agree to try in good faith, before bringing any legal action, to settle the dispute by submitting the matter to mediation before a third party who will be selected by agreement of the parties. The parties will each pay one-half of the mediator's fees.

Termination

27. Buyer Termination for Convenience. The City of Bastrop may terminate this Contract during the term, or any extension thereto, at any time for the City's own convenience regardless of whether the Contract is in default by giving written notice to the Business. If the City terminates this Contract under this paragraph, the City will pay the Business for all products rendered in accordance with this Contract as of the date of termination.
28. Termination for Default. Either party to this Contract may terminate this Contract if the other party fails to comply with its terms. The party alleging the default will give the other party notice of the default in writing citing the terms of the Contract that have been breached and what action the defaulting party must take to cure the default. If the party in default fails to cure the default as specified in the notice, the party giving the notice of default may terminate the Contract by written notice to the

other party, specifying the date of termination. Termination of this Contract under this paragraph does not affect the right of either party to seek remedies for breach of the contract as allowed by law, including any damages or costs suffered by either party.

Notices

29. Any notice to be given or document to be delivered to the parties as noted below:

Buyer: City of Bastrop
P.O. Box 427
Bastrop, Texas 78602
Attn: City Manager

Seller: Ryan Herco Flow Solutions
Attn: John Michael Swetish
8606 Wall Street, Suite 100
Austin, TX 78754

Agreement Documents

30. The following documents are part of this Agreement, and are deemed fully incorporated herein:

- (a) Bid Documents and Technical Specifications
- (b) Bidder Certification (attached hereto as "Attachment A")

To the extent that a conflict exists between the terms of this Agreement and terms in the attached documents, this Agreement shall prevail.

Counterparts

31. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Facsimile or electronic transmission of executed signatures are agreed and deemed to constitute fully enforceable and binding originals.


IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement on the dates indicated below.

CITY OF BASTROP


Lynda Humble, City Manager

JANUARY 15, 2020
Date

Attest:


Ann Franklin, City Secretary

1/15/2020
Date

Ryan Herco Flow Solutions

Vendor

Date

Printed Name and Title