

AGENDA PLACEMENT FORM

(Submission Deadline – Monday, 5:00 PM before Regular Court Meetings)

Date: 5/1/2024

Meeting Date: 5/13/2024

Submitted By: Codey Sibley

Department: Facilities Management

Signature of Elected Official/Department Head:



<p>Court Decision: This section to be completed by County Judge's Office</p>  <p style="text-align: center; color: red;">May 13, 2024</p>

Description:

Consider and Approve Chem Aqua's Proposal for a 12 Month HVAC Water Treatment Service for the Guinn and Historic Courthouse in the amount of \$6,600 per year; with Authorization for County Judge to Sign - Facilities Management

(May attach additional sheets if necessary)

Person to Present: Joshua Green - Facilities Management Director

(Presenter must be present for the item unless the item is on the Consent Agenda)

Supporting Documentation: (check one) PUBLIC CONFIDENTIAL

(PUBLIC documentation may be made available to the public prior to the Meeting)

Estimated Length of Presentation: _____ minutes

Session Requested: (check one)

Action Item Consent Workshop Executive Other _____

Check All Departments That Have Been Notified:

County Attorney IT Purchasing Auditor
 Personnel Public Works Facilities Management

Other Department/Official (list) _____

**Please List All External Persons Who Need a Copy of Signed Documents
In Your Submission Email**



Water Treatment Proposal

2024 Water Treatment

**Johnson County
Cleburne, TX**

February 1, 2024





February 01, 2024

JOHNSON COUNTY FACILITY MANAGEMENT
1 N. MAIN ST., STE 316
CLEBURNE, TX 76033

Subject: Water Treatment Proposal

Dear Codey Sibley:

Thank you for the opportunity to present our water treatment recommendations and proposal.

Chem-Aqua is committed to providing effective programs. Based on the information gathered, our recommendations are tailored to help you protect your critical water systems, promote safe and reliable equipment operation, and reduce the total cost of operation.

Chem-Aqua is well qualified to provide solutions to waterside problems and help improve efficiencies. We recognize that water treatment is a partnership and good results require more than just adding chemicals and testing the water. Our range of products, equipment, and services allow us to provide an effective program for any operation.

If you have any questions or need additional information, please let me know. Thank you for your time and consideration.

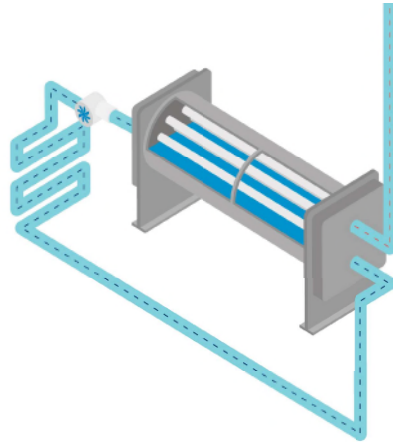
Sincerely,

MARTIN RIVERA
Water Treatment Specialist

(817) 846-3365
martin.rivera@chemaqua.com

ClosedSystemOperatingProfile

Loop Systems: Loop Systems Scenario



TotalSystemVolume(gal): 12,000

TotalAnnualWaterLoss(gal): 2,000

SamplePoints					
Name	Volume (gal)	AnnualWaterLoss (gal)	VolumeIncludednhibitorDosage	InhibitorTreatment(gal)	MakeupSource
Annex Chill Loop	3,000	500	No	500	City Water
Annex Hot Loop	3,000	500	No	500	City Water
Courthouse Hot Loop	3,000	500	No	500	City Water
Courthouse Chill Loop	3,000	500	No	500	City Water

MakeupWaterSources									
Source	Conductivity (uS/cm)	pH	TotalAlkalinity (CaCO ₃)	TotalHardness (CaCO ₃)	CalciumHardness (CaCO ₃)	Chloride (Cl)	Iron (Fe)	Copper (Cu)	Phosphate (PO ₄)
City Water	385	7.6	110	130	100	30			



ClosedSystemFindingsRecommendations

Loop Systems: Loop Systems Scenario

Corrosion

The water analysis showed a high level of corrosion byproducts indicating a potentially serious corrosion and deposition problem. Closed systems are designed with a low tolerance for fouling. Good corrosion control is important for reliable and efficient operation of closed systems.

A closed system corrosion inhibitor was selected based on an evaluation of the system design, metallurgy, and operating conditions.

Filtration

A high level of suspended solids from corrosion byproducts was found in the closed system. It is important to keep suspended solids to a minimum in a closed system to minimize deposits, erosion corrosion, and enhance the performance of the corrosion inhibitors.

Install a filter on the closed system to minimize the suspended solids.

High Conductivity

The conductivity of your closed system water is above acceptable limits. High conductivity can lead to pump seal damage that can cause leaks in your closed loops.

Our program includes recommendations for resolving the high conductivity.



ClosedSystemProductDescriptions

Loop Systems: Loop Systems Scenario

Products

CHEM-AQUA 51999 (CW)

CHEM-AQUA 51999 is a liquid nitrite based inhibitor formulated to provide effective multi-metal corrosion control in recirculating closed heating and cooling water systems. CHEM-AQUA 51999 is a buffered product designed to maintain an alkaline pH. It includes a dispersant to help control deposits on heat exchange surfaces. CHEM-AQUA 51999 contains no molybdate and is compatible with glycol based antifreezes.

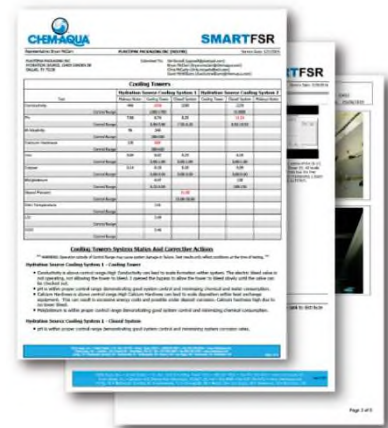
Services Program

Service is one of the most important aspects of our work. The economics and technical success of any treatment program depends not only upon chemical and equipment selection, but also how well the program is managed. Your Chem-Aqua program includes a wide range of value added services that will enhance the results you receive from your water treatment program and help ensure you achieve operational cost savings.

Routine Service Visits

Initially, site service visits will be provided as often as necessary to ensure that the conversion to Chem-Aqua goes smoothly and all water treatments systems are functioning properly. Thereafter, regular service visits will be provided as agreed upon. Routine service visits include:

- Onsite analysis of system waters and interpretation of test results.
- Inspection of water treatment equipment with calibration and troubleshooting as necessary.
- Review of operator test logs and discussion with plant personnel.
- Inventory of chemical products.
- On-site training of plant personnel as required.
- Documentation on our **SMART FSR** reporting system with results reviewed with appropriate contacts and emailed to designated personnel



Should you need us outside of our normal service visits, just call us. We will be there.

MyChemAqua Portal

Site service visits, laboratory analyses, operator testing, and online controllers generate large amounts of data that can be difficult to understand and use. The MyChemAqua portal delivers actionable, site-specific information that enables you and your local Chem-Aqua Representative to streamline management of your water treatment program data. It includes dashboard analytics to help provide meaningful insights to confirm your programs are on track and identify weaknesses that need improvement. With quick, easy access to program documents, service data, and predictive analytics, you can quickly monitor multiple locations anytime, anywhere, as long as there is internet access.





Specialty Maintenance Services

Our Chem-Aqua Services division was formed to provide our customers with the specialty maintenance services they need to keep their water systems operating at peak efficiency with minimal cost, time, and effort. All services are performed by well-trained, safety conscious technicians following industry recognized procedures. Our Chem-Aqua Services offering includes cooling tower system cleaning and disinfection, air handler coil cleaning and UV disinfection equipment, and new system commissioning



SMARTLink® Delivery Services

Our SMARTLink Services provide our customers with chemical delivery services tailored to their needs. With SMARTLink, your chemicals will be delivered on lift-gate equipped truck by safety-trained Chem-Aqua personnel familiar with your site's unique requirements. With our Point-Of-Use Service, your chemicals will be delivered to the point-of-use and empty Chem-Aqua drums removed for proper disposal.



With our Hands-Free Delivery Service, your treatment chemicals are transported to the point-of-use, transferred into SMARTFeed tanks, and the empty shipping containers removed. Along with feed equipment that adds chemical directly from the storage tanks into the treated systems, this service virtually eliminates direct contact with treatment chemicals. Our SMARTLink Delivery Services provide many cost saving benefits including simplified chemical handling, reduced workplace hazards, and reduced environmental concerns.



Chem-Aqua University

Chem-Aqua is committed to providing our customers with a high level of training. In addition to one-on-one operator training and on-site training seminars, all customers are eligible for enrollment in Chem-Aqua University, our online e-Learning platform.

Chem-Aqua University provides "just in time" training with proficiency testing and results tracking on a range of water treatment topics. This training allows site personnel to learn more about water treatment on their own schedule and enables them to be a more effective partner.





Analytical Services

A wide range analytical services are available with your Chem-Aqua program to help prevent, diagnose, and solve water treatment problems.

Our analytical laboratories use state-of-the-art instrumentation and employ a staff of experienced professionals to perform routine and complex water, deposit, corrosion, and microbiological analyses. Corrosion coupon analysis, on-site microbiological testing, and other specialty testing services are also available for monitoring systems treated by Chem-Aqua.





Program Economics

ProgramQuoteText

Fixed Cost Agreement

Your Chem-Aqua water treatment program is designed to maximize system life, efficiency, and reliability and reduce the total cost of operation. In order to simplify budgeting and minimize the administrative costs associated with chemical ordering, inventory, and management, we propose a fixed price agreement for the water treatment program outlined in this proposal:

2 N Main St. Johnson County Courthouse

PricePerBilling	\$275.00	AgreementTerms	12
NumberOfBillings	12	StartDate	3/1/2024
AnnualPrice	\$3,300.00	EndDate	2/28/2025
TotalAgreementPrice	\$3,300.00		

204 South Buffalo St. Guinn Justice Center

PricePerBilling	\$275.00	AgreementTerms	12
NumberOfBillings	12	StartDate	3/1/2024
AnnualPrice	\$3,300.00	EndDate	2/28/2025
TotalAgreementPrice	\$3,300.00		

Pricing does not include any applicable taxes. Chem-Aqua is not responsible for excessive chemical usage due to failure to maintain target cycles of concentration or close system water loss rates exceeding proposal estimates.

Services

A wide range of services are included that will enhance the results you receive from your water treatment program and help ensure you realize operational cost savings. See the Service Program section for additional information. Some of the key services include:

Service Visits	Monthly
Customer Training	Included
MyChemAqua Portal	Included



Program Economics

ProgramQuoteText

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This page updated with the
Term Dates removed on
5/24/2024.

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Service Visits	Monthly
Customer Training	Included
MyChemAqua Portal	Included



Terms and Conditions

Order Approval and Acceptance: All orders are subject to approval and acceptance at Chem-Aqua's office. The quoted prices are subject to acceptance within 30 days of this quotation date, and may change without notice after that time. Orders received within this period will be invoiced at the quoted figure provided delivery is accepted within 6 months of Chem-Aqua's receipt of the order. When delivery is required by the client after the 6 month period (unless because of Chem-Aqua's inability to make delivery) prices will be those prevailing at the time of shipment.

Taxes and Freight Charges: Unless specifically quoted otherwise, all Chem-Aqua prices are F.O.B. shipping point, freight prepaid and add. Quoted prices do not include any applicable sales taxes or other charges levied by the government of the United States, any State, County, or local government body. Such levies, or charges, are to be paid by the Buyer.

Invoice Payment Terms: Terms are net 10 days and prices do not include any applicable sales taxes unless otherwise agreed upon. Customers with unpaid invoices after 90 days will be subject to interest at the rate of 12% per annum and to being placed on credit hold status until payment verification is made. Orders pending may be released at office or accounting manager discretion.

Equipment and Installation: Where equipment is proposed, the quotation includes only that equipment specifically listed. No wiring, piping, fittings or installation costs are included except as noted.

Warranty and Return: Materials sold are warranted to be free of defects in composition or workmanship for a period of one year from the date of purchase. All other warranties, whether expressed or implied, are excluded. Upon inspection and instructions by the Buyer, defective materials may be returned to Chem-Aqua. If found to be defective such goods will be replaced or repaired by Chem-Aqua. Chem-Aqua shall not be liable for any loss or damage arising from the use of such materials, either direct or consequential. The exclusive remedy against Chem-Aqua shall be that of replacement of defective materials.

Any chemical product provided to the customer becomes the property of the customer once the chemical container is opened, or a stored chemical exceeds its expiration date. Chemical containers used in the management of the customer's water treatment system become the property of the customer. In addition, spill residue or spill cleanup materials of chemicals accidentally or inadvertently released at the customer's facility become the property of the customer. Unopened chemicals within their expiration date may be returned to Chem-Aqua, Inc. upon approval, however, shipping will be the responsibility of the customer and there will be a restocking charge. For return of merchandise ordered in error, or that is not wanted for any reason, there will be a 20% restocking charge for full resalable drums of chemicals if prepaid to Chem-Aqua plant; a 25% restocking charge if not prepaid. All returns claims for errors, or adjustments of any kind must be made within 15 days after receipt of goods.

Delivery and Losses: Chem-Aqua will make reasonable efforts to provide the quoted materials and services promptly and on a schedule required by the Buyer and/or estimated by Chem-Aqua. Chem-Aqua shall not be liable for losses, either direct or consequential, caused by delays in delivery resulting from labor disputes, shortage of raw materials, inability of suppliers to deliver or perform, losses or delays or damages while in the hands of a common carrier, fire, flood, riot, insurrection, and acts of God, or any other cause beyond the control of Chem-Aqua.

Right to Cure: Buyer shall give Chem-Aqua written notice specifying any performance deficiencies and allow Chem-Aqua a meaningful opportunity of no less than 90 days to correct prior to taking actions adverse to Chem-Aqua.

Responsibilities: Buyer agrees to permit Chem-Aqua reasonable access to its premises and the system to allow Chem-Aqua personnel to perform their services. Buyer agrees to follow the recommendations provided by Chem-Aqua on the water treatment program and to maintain the necessary feed and control devices to insure proper application and functioning of the water treatment chemicals. Buyer will purchase or otherwise provide and install the required equipment. Chem-Aqua will provide assistance for the installation, if requested by Buyer.



Buyer agrees to perform routine cleaning of the treated water systems as recommended by equipment manufacturer or industry guidelines. Buyer agrees to perform maintenance and repairs of equipment as recommended by equipment manufacturer or mechanical contractor. If repairs to the system are required to permit Chem-Aqua's products to effectively protect Buyer's equipment, Buyer agrees to cause such repairs to be made at its expense. Buyer agrees to provide complete and accurate system data. Buyer agrees to inform Chem-Aqua of modifications to the system or any design elements in the system such as dead legs that would affect the flow of water through the equipment.

Chem-Aqua has no responsibility for damages to the system or conditions such as scale or corrosion, which existed prior to the start of the Water Treatment Program, or for damages due to customer's failure to properly operate, maintain or repair equipment.

Chem-Aqua's treatment of biological growth is for the purpose of reducing the risk of that growth causing damage to the equipment, or otherwise interfering with the operation of the system, and is not meant to protect against health risks from exposure to biological growth. Unless expressed in writing through an agreement signed by an authorized representative of Chem-Aqua, Inc., Chem-Aqua's services do not include Legionella Risk Assessments, Legionella Risk Management Programs, or services relating to Legionella Risk Management beyond normal minimization of biological fouling.

In the event Chem-Aqua fails to comply with any of Buyer's insurance requirements, whether imposed by contract or otherwise, Buyer's sole remedy shall be termination of purchases from Chem-Aqua.

Exceptions: All orders are accepted solely on the basis of the above terms and conditions, regardless of contrary conditions set up in Buyer's purchase order, unless exceptions are clearly stated in writing and signed by an officer of Chem-Aqua.

Indemnification: Each Party, by the execution and delivery of this Agreement, expressly indemnifies the other Party with respect to any and all liabilities, costs, including reasonable attorneys' fees, losses, claims, demands or judgments arising from or as a consequence of the actions, inactions or other activities of the indemnifying Party performed, or which the indemnifying Party has failed to perform, under or pursuant to this Agreement. The indemnifying Party, at the sole cost and expense of that indemnifying Party, will assume and will thereafter defend, utilizing legal counsel and other consultants who are specifically approved, in advance, by the Party being indemnified, any lawsuits or other litigation which is instituted or filed against the indemnified Party, or where the indemnified Party is subsequently impleaded or joined, by reason of such actions, inactions or other activities by or on the part of the indemnifying Party.

Assignment: This agreement cannot be assigned by either party without the prior written consent of the other, except to an affiliate or to a successor by merger, consolidation or purchase of substantially all the party's assets.



Water Treatment Program Agreement

For

**JOHNSON COUNTY FACILITY MANAGEMENT
1 N. MAIN ST., STE 316
CLEBURNE, TX, 76033**

The Chem-Aqua Water Treatment Program is an important step in achieving efficient operation and extending the useful life of valuable cooling and heating equipment.

By this AGREEMENT JOHNSON COUNTY FACILITY MANAGEMENT (hereinafter referred to as "Customer") agrees to purchase and Chem-Aqua, Inc. (hereinafter referred to as "Chem-Aqua"), agrees to provide a professional Water Treatment Program for the SYSTEM(S) for an annual cost of \$6,600.00 to be paid for in 12 equal billings of \$550.00 each for a total agreement price of \$6,600.00. The systems covered by this agreement are:

- Loop Systems: Johnson County Courthouse Chill Loop, Hot Loop, Guinn Justice Center Hot Loop, Chill Loop.

The term of this AGREEMENT shall be for 12 months starting March 1, 2024 and ending February 28, 2025. This price quotation includes the agreed upon products, services, equipment and freight; but does not include any taxes or handling fees that may be applicable.

Chem-Aqua will have a representative call on Customer and provide directions for the initial application of the treatment chemicals. Thereafter, a representative will visit Customer as agreed upon to check the systems, collect water samples, and test the treated waters. A written report documenting the results of the service visits and any recommendations will be provided to the designated personnel of customer.

Customer agrees to follow the recommendations provided by Chem-Aqua on the water treatment program and to maintain the necessary feed and control devices to insure proper application and functioning of the water treatment chemicals. Customer will purchase or otherwise provide and install the required equipment. Chem-Aqua will provide assistance for the installation if requested by Customer.

Customer agrees to permit Chem-Aqua reasonable access to its premises and the system to allow Chem-Aqua personnel to perform their services. Unless cleaning services are included in this agreement, Customer agrees to perform routine cleaning of the systems covered in this agreement.

Customer agrees to perform maintenance and repairs of equipment as recommended by equipment manufacturer or mechanical contractor. If repairs to the system are required to permit Chem-Aqua's products to effectively protect Customer's equipment, Customer agrees to cause such repairs to be made at its expense. Customer agrees to inform Chem-Aqua of modifications to the system or any design elements in the system such as dead legs that would affect the flow of water through the equipment.

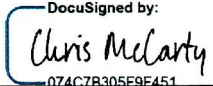
Chem-Aqua's treatment of biological growth is for the purpose of reducing the risk of that growth causing damage to the equipment, or otherwise interfering with the operation of the system, and is not meant to protect against health risks from exposure to biological growth.

This contract does not include Legionella risk assessments or a Legionella risk management program. Chem-Aqua is providing the services described in this agreement only, and no services relating to Legionella Risk Management beyond normal minimization of biological fouling.

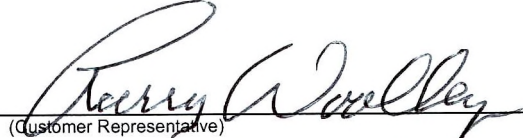
Chem-Aqua has no responsibility for damages to the system or conditions such as scale or corrosion, which existed prior to the start of the Water Treatment Program, or for damages due to customer's failure to properly operate, maintain or repair equipment. Chem-Aqua is not responsible for damages due to Customer's failure to implement recommendations made by Chem-Aqua. Neither party shall be liable for any consequential, indirect, or incidental losses of any type, including lost profits, loss of business, loss of use, or loss of data.

This AGREEMENT is effective as of the date it is signed and shall remain in effect until cancelled by either party submitting a thirty (30) day written notice of cancellation. Upon cancellation, Customer will be responsible for payment of all outstanding invoices and must return all Chem-Aqua supplied equipment which has not been explicitly purchased. If business conditions warrant, Chem-Aqua may implement a general price increase to Customer, which will be reflected on the next invoice to Customer.

AGREED TO on February 09, 2024

DocuSigned by:

By: _____
(Chem-Aqua Representative)
Chris McCarty

Chem-Aqua Representative Name (Print)
Chem-Aqua, Inc.
P.O. Box 152170
Irving, TX 75015-2170
1-866-209-3373


By: _____
(Customer Representative)

Larry Woolley, Comm. Pct. 4.
Customer Representative Name (Print)
Judge Pro Tem

Company Overview

Who We Are

Chem-Aqua is a global water treatment solutions company. We provide chemical, equipment, and service programs that help our customers solve water treatment problems and make their systems more efficient.

Chem-Aqua is a wholly owned subsidiary of NCH Corporation. Our global headquarters is located in Irving, Texas, USA. With seven strategically located production plants in North America and 18 plants and distribution centers across Europe, Asia, Australia, and South America, Chem-Aqua provides water treatment solutions in over 50 countries and 33 languages.



Our Treatment Approach

We understand that effective water treatment requires more just adding chemicals and testing water. It requires a comprehensive program of chemicals, equipment, and services that address the unique mechanical, operational, and chemical requirements of each system. Our Total Systems Approach allows us to solve problems and find cost-saving opportunities other water treatment companies miss.



Commitment to Quality

Chem-Aqua carries a full range of products and equipment to meet the needs of our customers. At all levels in the company, measures are taken to assure high-quality products, equipment, and services are provided. Formulation and blending of treatment chemicals are at ISO 9001 standards. Our automated manufacturing facilities and ability to go above and beyond to ensure our customers have the quality products they need when they need them is integral to our operations approach.

On-Site Expertise and Service

Routine service visits by a knowledgeable, well trained Chem-Aqua Field Representative are a cornerstone of our water treatment approach. Your treated water systems are dynamic. Even with the most advanced automation equipment, routine site service visits to analyze the water, verify the operation of control equipment, inspect the treated systems, and recommend program adjustments are an important component of success.



Chem-Aqua Field Representatives are among the best trained and equipped in the industry. Our **SMART FSR** application provides comprehensive, exception based reporting with picture documentation and summary analysis. Program data from reports, logs, and controllers are saved to our **MyChemAqua** portal for easy access and corporate oversight. Visual KPI dashboards make it easier to see how well programs are performing so emerging issues can be addressed before they become costly problems.

Chem-Aqua's training, technology, and Servicing Standard help ensure a consistent delivery of field service with quality results. Our hands-on approach to site service make a bottom-line difference that helps set us apart from the competition.

Our Equipment Focus

Using the right equipment is just as important to the success of a water treatment program as using the right chemicals. A major cause of water treatment program failure is improperly operating pretreatment or application equipment. Since this equipment is so important to program success, Chem-Aqua has a fully-staffed, dedicated division for designing, manufacturing, and supporting water treatment equipment.



Chem-Aqua's Engineered Equipment division manufactures and supports a full range of ion-exchange, membrane filtration, and media filtration equipment including softeners, dealkalizers, reverse osmosis systems, and sand filters. Our engineering specialists are qualified to troubleshoot and monitor the efficiency of all types of ion exchange and filtration equipment, as well as provide recommendations for upgrades or new installations.



Chem-Aqua places a particular emphasis on chemical feed and control equipment. We carry a wide range of controllers, pumps, injection fittings, tanks, and other specialty equipment from a variety of manufacturers, as well as design and manufacture our own custom application and control systems. This enables us to use the best feed and control system for each situation. We also preassemble our chemical feed and control systems to simplify installation and use, while providing reliable operation and precise control of treatment parameters.

Field Technical Support Specialists

An experienced staff of water treatment professionals is available to assist as needed with technical audits, surveys, equipment inspections and provide troubleshooting assistance. This includes equipment specialists to help you troubleshoot feed and control, ion-exchange, membrane, and filtration equipment. We also have design engineers to provide recommendations for upgrades or new installations. Our customers are supported by some of the best and most experienced professionals in the business.



Water Risk Management Services

Managing the risks associated with Legionella bacteria and other waterborne pathogens requires a partner with broad capabilities and dedicated expertise. Chem-Aqua's Water Risk Management Services group has the focused resources and expertise you need to help you develop and implement a Water Management Program that conforms to ASHRAE Standard 188-2018 and any state, local, or corporate requirements that may apply.

Laboratory Capabilities

We maintain full-service analytical and microbiology laboratories that are available to help prevent, diagnose, and solve water treatment problems. Our laboratories use state-of-the-art instrumentation and employ a staff of experienced professionals to perform routine and complex water, deposit, corrosion, and microbiological analyses. Chem-Aqua has in-house capabilities to perform tests needed to help prevent and solve complex water treatment problems.



Sustainability Leadership

Chem-Aqua is committed to protecting our environment, and carrying out our business activities in a fair, equitable, and environmentally responsible manner. This commitment is reflected in our Code of Conduct, Environmental, Health and Safety (EHS) policy, and Resourcefully Green® initiative.

Chem-Aqua's Resourcefully Green® initiative defines our commitment to wise resource management and helping our customers maintain a healthy, sustainable, and productive environment. Our programs provide environmentally responsible and economically profitable water treatment solutions that conserve energy and water while protecting the health and welfare of people and the environment.

Chem-Aqua is a member of the Canadian Green Building Association® and US Green Building Council (USGBC®). As a member of USGBC, Chem-Aqua has publicly connected to the core purpose of transforming the way facilities are operated to enable an environmentally and socially responsible, and healthy environment.



Government Purchasing Cooperative Partnerships



22 029SG-01



OD-367-22



220605



691-23

**JOHNSON COUNTY CONTRACT TERMS
ADDENDUM TO CHEM-AQUA, INC. AGREEMENT
(Chem-Aqua)**

The Johnson County Commissioners Court Finds, and the Parties Agree, as Follows:

1.1

This **Addendum** is part of an Agreement between **JOHNSON COUNTY, TEXAS**, a political subdivision of the State of Texas, (hereinafter referred to as “**COUNTY**” or “**JOHNSON COUNTY**” and **CHEM-AQUA, INC. CHEM-AQUA INC.** may be referred to herein as “**CHEM-AQUA**” or “**COMPANY**”.

1.2

JOHNSON COUNTY and CHEM-AQUA as applicable, may be collectively identified as the “**Parties**” or each individually a “**Party**”. **This Addendum is part of the Agreement with CHEM-AQUA and is intended to modify (as set forth in this Addendum) all documents, including the Quotes and Proposals put forth by CHEM-AQUA. This Addendum modifies (as set forth in this Addendum) any other document proffered to COUNTY by CHEM-AQUA or their agents and other documents defining the Agreement between JOHNSON COUNTY, TEXAS and CHEM-AQUA.**

1.3

NOT APPLICBLE (Co-op Reference)

1.4

This Addendum, combined with the terms of the attached Proposal from CHEM-AQUA, INC., upon execution by both parties, constitutes a contractual Agreement between JOHNSON COUNTY, TEXAS and CHEM-AQUA, INC.

2.1

This Agreement will be governed by and construed according to the laws of the State of Texas. Venue for any action or claim arising out of the Agreement must be in the state district courts in Johnson County, Texas or the federal district courts in Dallas County, Texas.

2.2

Any provision stating that County agrees to waive any right to trial by jury is hereby

deleted.

2.3

Limitations for the right to bring an action, regardless of form, shall be governed by the laws of the State of Texas, Texas Civil Practice and Remedies Code §16.070, as amended, and any provision to the contrary is hereby deleted.

2.4

Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, any term which provides for such a claim is hereby deleted. JOHNSON COUNTY will, upon request of a party to the contract, certify the funds available to fulfill the terms of this Agreement.

3.1

The Parties agree that under the Constitution and laws of the State of Texas, JOHNSON COUNTY **CANNOT enter into an agreement whereby JOHNSON COUNTY agrees to indemnify or hold harmless any other party**; therefore, all references of any kind to JOHNSON COUNTY indemnifying and holding harmless any individuals or entities for any reason whatsoever are hereby deleted.

3.2

Article XI, Section 7(a) of the Texas constitution provides in relevant part:

... But no debt for any purpose shall ever be incurred in any manner by any city or county unless provision is made, at the time of creating the same, for levying and collecting a sufficient tax to pay the interest thereon and provide at least two per cent (2%) as a sinking fund, except as provided by Subsection (b) ...

This provision is interpreted with respect to contractual obligations of Texas county and city government entities to prohibit such government entities from entering into an indemnity agreement and to nullify such agreement provisions.

4.1

The Parties agree and understand that COUNTY is a political subdivision of the State of Texas, and therefore has certain governmental immunity, sovereign immunity and limitations on liability, and that COUNTY'S general liability and vehicle insurance coverage is with the Texas Association of Counties Risk Pool and said "insurance coverage" is limited to the statutory maximum limits of the Texas Tort Claims Act; therefore, any provisions to the contrary are hereby deleted. The Parties agree and understand that COUNTY does not waive any of its common law, statutory or constitutional defenses to which it may be entitled.

4.2

The Parties agree and understand that COUNTY will not agree to waive any rights and remedies available to COUNTY under the Uniform Commercial Code ("UCC"); therefore, any provision to the contrary is hereby deleted.

4.3

The Parties agree and understand that COUNTY will not agree to be responsible for any sales tax, use tax, or any other taxes, fees, fines or penalties that may be imposed, levied or assessed by any federal, state or local government or agency which relates to the Agreement, the equipment or its use; therefore, any provision to the contrary is hereby deleted.

4.4

The Parties agree and understand that COUNTY will provide statutory workers compensation for its employees; however, COUNTY does not agree to include a waiver of subrogation, and therefore any provisions to the contrary are hereby deleted.

5.1

Pursuant to Texas Government Code Section 2251.021 and this Agreement, a payment by a governmental entity under a contract is overdue on the 31st day after the later of:

- a. the date the governmental entity receives the goods under the contract;
- b. the date the performance of the service under the contract is completed; or
- c. the date the governmental entity receives an invoice for the goods or service.

Pursuant to Texas Government Code Section 2251.021 and this Agreement, a payment begins to accrue interest on the date the payment becomes overdue. The rate of interest that accrues on an overdue payment is the rate in effect on September 1 of the fiscal year in which the payment becomes overdue. The rate in effect on September 1 is equal to the sum of: (1) one percent; and (2) the prime rate as published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. Interest on an overdue payment stops accruing on the date the governmental entity or vendor mailed or electronically transmits the payment. Therefore, all provisions to the contrary are hereby deleted.

5.2

Texas Local Government Code Section 113.064. Approval of Claims by County Auditor, provides:

“(a) In a county that has the office of county auditor, each claim, bill, and account against the county must be filed in sufficient time for the auditor to examine and approve it before the meeting of the commissioners court. A claim, bill, or account may not be allowed or paid until it has been examined and approved by the auditor....”

Texas law requires that all disbursements of County funds be approved by the County Auditor and the Commissioners Court prior to such disbursement. JOHNSON COUNTY can and will make due disbursements following the approval of the disbursement by Commissioners Court (following the COUNTY’S receipt and review of a proper invoice through the proper COUNTY department

responsible for the purchase of the goods or services). JOHNSON COUNTY cannot and does not authorize any entity to directly access County funds. CHEM-AQUA understands that the JOHNSON COUNTY Commissioners Court normally meets on the second and fourth Monday of each month or the day following such Monday if the Monday is a County holiday. CHEM-AQUA further understands that invoices must be received by the COUNTY **not less than fourteen (14) days prior** to the Commissioners Court meeting in order for a payment to be reviewed by the necessary departments and offices and placed on the "bill run" for the Commissioners Court.

5.3

JOHNSON COUNTY does not authorize CHEM-AQUA or any entity to initiate debit entries to JOHNSON COUNTY'S account at any financial institution. Any provision in any document authorizing an entity to access COUNTY funds or financial accounts electronically or otherwise and to make withdrawals or transfers of such funds is hereby deleted and is of no effect and the Agreement shall be deemed modified to comport with payment procedure prescribed by Texas law for Texas counties.

6.1

No officer, member, or employee of COUNTY, and no member of its governing body and no other public officials of the governing body of the locality or localities in which the project or purchase is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project or purchase shall participate in any decision relating to this Agreement which affects his/her personal interest, have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

6.2

To the extent, if any, that any provision in this Agreement is in conflict with Texas Government Code §552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force and effect. Furthermore, it is expressly understood and agreed that JOHNSON COUNTY, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act. In the event of a request for documents or materials pursuant to the Texas Public Information Act (Texas Government Code Chapter 552) or similar law pertaining to documents or information COUNTY reasonably believes that CHEM-AQUA might lawfully seek to claim as confidential, then COUNTY will forward the request to CHEM-AQUA. It shall be the obligation of CHEM-AQUA to prepare and submit to the Texas Attorney General's Office any claim and supporting brief or materials necessary to assert a claim that the documents or materials may be withheld pursuant to Texas Government Code Chapter 552 or other applicable law. County will cooperate with CHEM-AQUA in making such submission to the Texas Attorney General's Office. **CHEM-AQUA acknowledges and understands that contracts, agreements, payment and revenue of a political subdivision of the State of Texas are public information and are not confidential.**

6.3

Services and products provided under the Agreement shall be provided in accordance with all applicable state and federal laws.

6.4

Under the Constitution and laws of the State of Texas, public property is exempt from forced sales and liens may not attach thereto.

6.5

It is understood and agreed that JOHNSON COUNTY will not be subject to arbitration; therefore, any paragraph or provision requiring arbitration, is hereby deleted.

6.6

JOHNSON COUNTY shall be responsible for the acts or failure to act of its employees, agents or servants, provided; however, its responsibility shall be subject to the terms, provisions and limitations of the Constitution and laws of the State of Texas, particularly the Texas Tort Claims Act.

7.1

CHEM-AQUA certifies that pursuant to Section 231.006 of the Texas Family Code (regarding unpaid child support) that the individual or business entity named in this contract is not ineligible to receive the specified payment(s) and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. **CHEM-AQUA** hereby certifies that it is not ineligible to receive State or Federal funds due to child support arrearages

7.2

CHEM-AQUA verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. The term “boycott Israel” is as defined by Texas Government Code Section 808.001, effective September 1, 2017. **CHEM-AQUA** verifies that it is not engaged in business with Iran, Sudan, or any foreign terrorist organization. The term “foreign terrorist organization” means an organization designated as foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. Section 1189.

7.3

CHEM-AQUA verifies that it complies with Texas Government Code Chapter 2274 and further verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and, will not discriminate during the term of the contract against a firearm entity or firearm trade association.

7.4

CHEM-AQUA verifies that it complies with Texas Government Code Chapter 2274 and further verifies that it:

- (1) does not boycott energy companies; and

(2) will not boycott energy companies during the term of the contract.

In this provision:

(1) “Boycott energy company” has the meaning assigned by Section 809.001.

(2) “Company” has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.

(3) “Governmental entity” has the meaning assigned by Section 2251.001.

7.5

At any time following the expiration of 365 DAYS from the execution of the contract, COUNTY may terminate the contract at its discretion, without charges for unutilized term, or penalty of any kind, by giving COMPANY 90 days written notice of such termination. This provision shall not be deemed to conflict with any other provision allowing JOHNSON COUNTY to terminate the contract upon a shorter or lesser notice.

7.6

CHEM-AQUA certifies by signature of its authorized representative on this document that it does and will so long as this Agreement is in effect comply fully with Section 889 of the National Defense Authorization Act for Fiscal Year 2019 (NDAA FY19) and Section 5949 of the National Defense Authorization Act for Fiscal Year 2023 (NDAA FY23) and with any additional existing and future “China Tech Prohibitions” promulgated or enacted by the United States Government.

7.7

CHEM-AQUA certifies by signature of its authorized representative on this document that it complies with the China Tech Prohibitions and any products used during the professional services will also comply with the “China Tech Prohibitions”.

7.8

Further, **CHEM-AQUA** certifies by signature of its authorized representative on this document that it will not use any products or equipment on this project that does not comply with the “China Tech Prohibitions”.

8.1

Notwithstanding any other provisions contained in the contract documents, any amendment to the terms of the contract must be specifically approved by the Commissioners Court

of JOHNSON COUNTY and signed by the Johnson County Judge or the COUNTY employee or official to whom authority has been explicitly delegated by the Commissioners Court.

8.2

Notwithstanding any other provision in this Addendum or the associated documents, to the extent **CHEM-AQUA** is being contracted to provide information technology and services or to maintain and make available information for use by JOHNSON COUNTY and the public, including documents, data, content and records then said documents, data, content and records are and shall be the exclusive property of JOHNSON COUNTY, TEXAS or the State of Texas or a political subdivision thereof.

8.3

To the extent CHEM-AQUA is being contracted to provide construction management services, construction services or engineering services and to accumulate data and information then CHEM-AQUA shall make any accumulated data, records or information available for use by Johnson County. Accumulated data, records and information are and shall be the property of Johnson County, Texas or the State of Texas.

8.4

At the termination of this Agreement, to the extent CHEM-AQUA possesses or controls access to JOHNSON COUNTY data, upon request by COUNTY, CHEM-AQUA must copy the data to a storage medium in common use at the time or as agreed to by the Information Technology Department of JOHNSON COUNTY and deliver such medium and data to JOHNSON COUNTY INFORMATION TECHNOLOGY DEPARTMENT. CHEM-AQUA recognizes such data is data of the State of Texas or a political subdivision thereof and must be maintained according to the laws of the State of Texas governing the retention and storage of such data. Destruction of such data contrary to law and contrary to the rules promulgated by the Texas State Library and Archives Commission may be subject to criminal prosecution and civil liability.

8.5

All provisions of the agreement are modified such that in no event would JOHNSON COUNTY have less than 120 days from notice of termination of the Agreement to secure any data or records in a useable and readable format. JOHNSON COUNTY'S securing of such data or records is intended to be done and will be allowed to be accomplished in a common and economically efficient method extant at the time of extracting, copying and securing such data and records.

8.6

The parties agree Johnson County is NOT bound and shall not be bound to or liable for any condition, duty, obligation or requirement that is set forth only by reference to additional Documents that are not part of the physical document approved by the

Commissioners Court and made part of the minutes of the Johnson County Commissioners Court. Provisions which COMPANY seeks to make terms of the contract or agreement by references to links or websites for contract terms are rejected by JOHNSON COUNTY and CANNOT and WILL NOT be enforced against JOHNSON COUNTY.

8.7

JOHNSON COUNTY is not subject to any provision that may be changed without notice or that may be changed without specific overt consideration and approval by the Commissioners Court of Johnson County acting on that change, modification or amendment to the contract or its terms occurring after the date of the execution of this Addendum.

8.8

Notwithstanding any provision set forth in the Master Services and Purchasing Agreement for Agency or any other document put forth by CHEM-AQUA, JOHNSON COUNTY does not waive any rights or remedies available to a Texas political subdivision pursuant to Texas law. This provision supersedes any contrary provision.

8.9

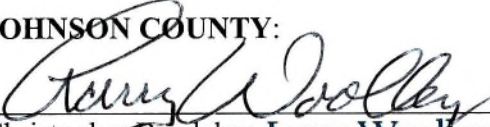
CHEM-AQUA will not factor its receivables (from JOHNSON COUNTY) to any company or bank without the permission of the Johnson County Commissioners Court.

9.1


In the event of any conflict between the terms and provisions of this Addendum and the terms and provisions of those contractual provisions tendered to JOHNSON COUNTY in the Agreement, this Addendum shall control and amend the contractual provisions of the Agreement and any provision to the contrary is hereby deleted. ***THE TERMS OF THIS JOHNSON COUNTY CONTRACT TERMS ADDENDUM SHALL BE FULLY OPERATIVE AND HAVE PRIORITY OVER ALL OTHER DOCUMENTS AND TERMS AND ANY TERM TO THE CONTRARY IN OTHER DOCUMENT(S) PUT FORTH BY CHEM-AQUA IS HEREBY DELETED.***

APPROVED AS TO FORM AND CONTENT:

JOHNSON COUNTY:


Christopher Boedeker Larry Woolley
As Johnson County Judge Comm. Pct. 4, Judge Pro Tem

5/13/2024
Date

Attest: 
County Clerk, Johnson County

5/13/2024
Date



CHEM-AQUA:

DocuSigned by:

074C7B305F0F451

Signature of Authorized Person

4/26/2024

Date

Chris McCarty

Printed Name of Authorized Person

Division manager

Position of CHEM-AQUA Authorized Person