

EQUIPMENT SALES AGREEMENT

This Sale Agreement ("Agreement"), made this ___ day of _____, 2024 ("Effective Date"), is entered into by and between **AUC Group, LLC**, a Delaware corporation with its principal place of business at 1800 Augusta Drive, Suite 108, Houston Texas (the "Seller"), and the **City of Dripping Springs**, a political subdivision of the State of Texas, with its principal place of business at 511 Mercer Street, Dripping Springs, TX 78620, hereinafter referred to as (the "Buyer" or "District").

SECTION 1 – MATERIALS

Subject to the terms and conditions hereinafter set forth, Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to purchase from Seller, the materials listed on Exhibit A hereto (the "Materials").

SECTION 2 – DELIVERY AND INSTALLATION

The Materials shall be delivered to Buyer at 2303 West Highway 290, Dripping Springs, Hays County, TX 78620 ("Buyer's Facility"). The Seller shall cause the Materials to be installed at the Buyer's Facility and have all weather access. Seller shall be responsible for the installation of the Materials (to the extent applicable) as set forth on Exhibit A hereto.

SECTION 3 – TERM

This Agreement shall commence on the Effective Date and end upon installation of the Materials by Seller and Payment by Buyer.

SECTION 4 - PAYMENTS

Buyer agrees to pay Seller the amount ("Purchase Price") pursuant to the schedule for installment payments set forth on Exhibit A hereto for the Materials.

SECTION 5 – PAYMENTS AND NOTICES

Except as otherwise provided herein, each provision of this Agreement or of any applicable governmental laws, ordinances, regulations and other requirements with reference to the sending (by nationally recognized air carrier service), mailing (certified via mail, prepaid, return receipt requested) or delivery of any notice or the making of any Payment by the Buyer to the Seller or with reference to the sending, mailing or delivery of any notice or the making of any Payment by Buyer to the Seller shall be deemed to be complied with, when and if the following steps are taken:

- a) The Payment and any other payments required to be made by the Buyer to the Seller hereunder shall be payable to Seller at the address herein below set forth, or at such other address as Seller may specify from time to time by written notice delivered in accordance herewith.
- b) Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered upon actual receipt of the parties hereto at the respective address set out opposite their names below, or at such other address as they have theretofore specified by written notice delivered in accordance herewith.

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BUYER: City of Dripping Springs
Attn: Public Works Director
511 Mercer Street
P.O. Box 384
Dripping Springs, TX 78620

SELLER: AUC Group, LLC
Attn: Contracts Dept.
1800 Augusta Drive, Ste 108
Houston, TX 77057

SECTION 6 – BINDING EFFECT

The terms, provisions, covenants and conditions contained in this Agreement shall apply to, inure to the benefit of, and be binding upon the parties hereto and upon their respective heirs, legal representatives, successors and permitted assigns except as otherwise expressly provided.

SECTION 7- TAXES

Any real or personal property taxes imposed or levied by any taxing authority on the Equipment, including, without limitation, sales tax, if any, shall be the responsibility of the Buyer.

SECTION 8 – GOVERNING LAW AND COMPLIANCE

a) This Agreement, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including any claim or cause of action based on, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), shall be governed by, and enforced in accordance with, the internal laws of the State of Texas, including its statutes of limitations. The Buyer hereby waives and relinquishes any claim that it is immune from liability under this Agreement under the doctrine of governmental and/or sovereign immunity or any other similar doctrine or argument.

b) By signing and entering into the Agreement, Seller verifies, pursuant to Chapter 2271 of the Texas Government Code, that it does not boycott Israel and will not boycott Israel during the term of the Agreement.

c) Each of Seller and Buyer hereby represents and warrants that at the time of this Agreement neither they, nor any of their respective wholly owned subsidiaries, majority-owned subsidiaries, parent companies or affiliates (i) engages in business with Iran, Sudan, or any foreign terrorist organization pursuant to Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code; or (ii) is a company listed by the Texas Comptroller pursuant to Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" has the meaning assigned to such term pursuant to Section 2252.151 of the Texas Government Code.

SECTION 9 – FORUM FOR DISPUTES

The parties agree that should any suit, action or proceeding arising out of this Agreement be instituted by any party hereto (other than a suit, action or proceeding to enforce or realize upon any final court judgment arising out of this Agreement), such suit, action or proceeding shall be instituted only in a state or federal court in Hays County, Texas. Each of the parties hereto consents to the in personam

TEMPLATE EQUIPMENT SALE AGREEMENT

jurisdiction of any such state or federal court in Hays County, Texas and waives any objection to the venue of any suit, action or proceeding. The parties recognize that courts outside Hays County, Texas may also have jurisdiction over suits, actions or proceedings arising out of this Agreement, and in the event that any party hereto shall institute a proceeding involving this Agreement in a jurisdiction outside Hays County, Texas, the party instituting such proceeding shall indemnify any other party hereto for any losses and expenses that may result from the breach of the foregoing covenant to institute such proceeding only in a state or federal court in Hays County, Texas, including without limitation additional expenses incurred as a result of litigating in another jurisdiction, such as reasonable fees and expenses of local counsel and travel and lodging expenses for parties, witnesses, experts and support personnel.

[Signatures follow]

EXECUTED this ____ day of _____, 2024.

SELLER: AUC Group, LLC

Signature

Title

Print Name

BUYER: City of Dripping Springs

Signature

Title

Print Name

EXHIBIT A

PROJECT: Arrowhead Ranch Phase II WWTP

ENGINEER: Burgess & Niple, Inc.

DATE: March 20, 2024 (Revised May 16, 2024)

SCOPE OF WORK

AUC proposes to provide the below additional items:

- Item #1 – Crushed concrete foundation for the proposed aeration/digester basin, aeration basin, and clarifier/chlorine contact basin.
- Item #2 – Concrete pads for the blowers and stair landing.
 - Blower pad: 21'-0" x 10'-6" x 6" thick slab with 2'-0" x 1'-6" exterior grade beams.
 - Stair landing pad: 4'-0" x 4'-0" x 10" thick slab.
- Item #3 – Payment and performance bonds
- Item #4 - Yard piping
 - Approximately 40' of 8" PVC piping from proposed chlorine contact basin to existing effluent piping
 - Approximately 20' of 6" piping to re-route force main to proposed barscreen/flow splitter box.

SCOPE PRICING

• Item #1	\$20,400.00
• Item #2	\$22,560.00
• Item #3	\$1,250.00
• <u>Item #4</u>	<u>\$18,860.00</u>
• Total	\$63,070.00

Purchase Option

- \$63,070.00 – to be paid as work completed

EXCLUSIONS

- Permits, taxes or fees, apart from those described above.
- Geotechnical report, soil borings, survey and site plan.
- Water to fill and test the plant or seed sludge.
- Bypass pumping for modifications to existing plant.
- Any work not explicitly defined above.