

## Smith Pump Company, Inc.

301 MB Industrial Dr  
Waco, TX 76712 US

Phone: 800-299-8909  
Fax: 254-776-0023  
www.smithpump.com

**EXHIBIT  
A**

**Quote No: 40889**

**Monday, May 5, 2025**  
Page: 1

**Prepared For :**

**City of Round Rock**

221 East Main  
Round Rock, TX 78664  
Phone: 512 218 5433  
Fax: 512 218 7097

**Shipping :**

**City of Round Rock**

221 East Main  
Round Rock, TX 78664

*Shipping Method*  
Bestway

*Freight Terms*  
FOB Destination

*Payment Terms*  
Net 30 Days

*Salesperson:*  
TXCEN - Jeff McHattie

Thank you for the opportunity to present our quotation for your upcoming project. Please give us a call if you require additional information.

Sincerely,

Andrew Kim

andrewk@smithpump.com

Line: 1

Part ID: 0900-M

Rev: 0

**Pump-End Suction - FFlowserve MN**

Flowserve 12MNC14A FR6A Solids-Handling End Suction Pump  
Design Condition of 3850 GPM @ 28' TDH  
For Use w/ 890 RPM Motor  
Duplicate of S/N 2302MS007669  
Includes Bare Pump, Mechanical Seal, Suction Elbow

Lead Tim: 28 Weeks ARO

Quantity	U/M	Unit Price	Discount	Discounted Unit Price	Line Price
1.00	EA	104,114.00000			\$104,114.00 *

\* Indicates which quantity price is included in the Total

**Total: \$104,114.00**

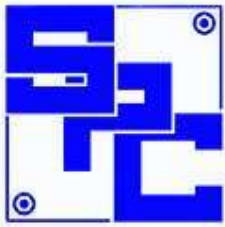
Prices are Valid Until Wednesday, June 4, 2025

ACCEPTED BY: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

PURCHASE ORDER (IF APPLICABLE): \_\_\_\_\_

SIGNED ON DATE: \_\_\_\_\_



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### Terms and Conditions

1. **Applicability** - These Terms and Conditions of Sale ("Terms") shall govern all sales of equipment or services to Customer. These Terms supersede any prior written or oral agreement, understanding, representation or promise and any pre-printed or standard terms and conditions contained in Customer's request for quote, purchase order, invoice, order acknowledgement or similar document. These Terms may not be amended, supplemented, changed or modified except by concurrent or subsequent written agreement signed by an authorized representative of both Smith Pump Company ("SPCO") and Customer. SPCO's acknowledgement of Customer's purchase order shall not constitute acceptance of any terms or conditions contained therein which are in any way inconsistent with the Terms. Any additional or different terms or conditions included in any acceptance of this quotation are expressly disclaimed and rejected in advance, and unless there is prior mutual agreement otherwise, shall not become a part of any contract resulting from this quotation.
2. **Price** - Unless otherwise stated in this quotation, all prices are FOB shipping point. All transportation, insurance and similar charges incident to delivery shall be borne by the Customer. This quotation is valid for thirty (30) days only. Shipping dates are approximate and are based on prompt receipt of all necessary information. In the case of delay in furnishing complete information to SPCO, dates of shipment may be extended for a reasonable time. In the event SPCO provides transport services, these will be quoted as a lump sum price based on destination and shipping mode. In the event Customer requests a delay or suspension in the completion and/or shipment of equipment or services covered by this quotation, or any part thereof, for any reason, the parties shall agree upon any cost and/or scheduling impact of such delay and all such costs to Customer's account. Any delay period beyond thirty (30) days after original scheduled shipment date shall require Customer to (i) take title and risk of loss of any equipment covered by this quotation, and (ii) make arrangements for the storage of such equipment with SPCO or other party. SPCO's invoice, which is contractually based on shipment, shall be issued upon SPCO's readiness to ship the equipment covered by this quotation. SPCO shall not be liable for delay and delivery due to causes beyond its reasonable control including, but not limited to, acts of God, acts of government, acts of Customer, fires, labor disputes, boycotts, floods, epidemics, quarantine restrictions, war, insurrection, terrorism, riot, civil or military authority, freight embargos, transportation shortages or delays, unusually severe weather or inability to obtain necessary labor, materials or manufacturing facilities due to such causes. In the event of any such delay, the date of delivery shall be extended for a length of time equal to the period of the delay.
3. **Warranty** - SPCO warrants new equipment or parts to be free from defects in materials and workmanship for a period of eighteen (18) months from the date of shipment or twelve (12) months from the date of startup or initial use, whichever comes first. SPCO SHALL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR LIQUIDATED DAMAGES. NO EXPRESSED OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY. Repairs performed by SPCO are warranted against defects in workmanship and/or materials for a period of twelve (12) months from the date of shipment. SPCO will not be responsible for any removal or reinstallation charges or transportation charges in cases where equipment has failed under these warranty conditions. SPCO's sole obligation and Customer's sole remedy under this warranty is repair or replacement at SPCO's election. Customer agrees to provide SPCO reasonable and clear access to any equipment covered by this warranty which may include removal of materials or structures as well as supplying any equipment, materials or structures which are necessary to provide reasonable access to the equipment being repaired or replaced. Costs to remove and/or reinstall equipment for warranty purposes shall be the responsibility of Customer. Replacement parts or repairs furnished under this warranty shall be subject to warranty provisions herein for the remaining warranty period. All equipment repaired or replaced will be re-warranted only for the remainder of the original warranty period. SPCO does not warrant the equipment covered by this quotation or any repair/replacement part against the effects of erosion, corrosion, or normal wear and tear due to operation or the environment. The warranty and remedies set forth herein are conditioned upon proper storage, installation, use and maintenance of the equipment covered by this quotation in all material respects, and in accordance with SPCO's written recommendations. Customer must notify SPCO in writing of any warranty claim during the warranty period or within thirty (30) days thereafter. SPCO will not be liable under this warranty if warranted goods have been exposed or subjected to any (1) maintenance, repair, installation, handling, packaging, transportation, storage, operation, or use which is improper or otherwise not in compliance with SPCO's instructions, (2) alteration, modification or repair by anyone other than SPCO or those specifically authorized by SPCO, (3) accident, contamination, foreign object damage, abuse, neglect, or negligence after shipment to Customer, (4) damage caused by failure of a SPCO supplied product not under warranty or by any hardware or software not supplied by SPCO, (5) use of counterfeit or replacement parts that are not manufactured by the manufacturer of goods provided by SPCO or approved by SPCO for use in goods provided by SPCO, or (6) goods which are normally consumed in operation or which have normal life inherently shorter than the warranty period including, but not limited to, consumables (e.g. lamps, batteries, storage capacitors).
4. **Payment** - All prices are net cash to be paid thirty (30) days after date of invoice. Customer agrees to make payment within that period. Discounts will apply only as stated on the invoice. Invoices unpaid for thirty (30) days after issuance shall bear interest at the highest lawful rate due and payable on any invoiced account, which is delinquent and not paid within the stated terms. Should Customer for any reason fail to pay in accordance with these terms, Customer agrees to pay all collection costs, attorney's fees and expenses incurred in collecting payment. If Customer's financial condition is or becomes unsatisfactory to SPCO, SPCO reserves the right to (a) require payment from Customer on a cash in advance basis, (b) require a letter of credit or other acceptable security before shipment, (c) cancel shipment at any time prior to delivery without further obligation or liability on SPCO's part, (d) terminate any contract or obligation on the part of SPCO, or (e) require other special payment terms acceptable to SPCO to assure payment. All extensions of credit are subject to the approval of SPCO's credit department and management.
5. **Join; Check Agreement** - If Customer fails to pay laborers and materialmen within thirty (30) days after payment by SPCO, SPCO will have the right to make future payments by check payable jointly to Customer and laborers or materialmen to the extent of unpaid indebtedness arising out of the job. SPCO will credit joint checks against the contract sum on the next payment application.
6. **Taxes** - The amount of all federal, state or local taxes applicable to the sale, use, delivery or transportation of the equipment or services sold hereunder and all duties, imports, tariffs, and other similar levies shall be added to the contract price and paid by the Customer except where the Customer shall furnish an appropriate certificate of exemption.
7. **Property Damage** - SPCO shall not be responsible for damage to topsoil or groundcover in connection with the work or service performed under this contract. SPCO shall not be responsible for claims arising from the pumping of water onto the ground which is necessary in connection with the service or work provided by SPCO. The customer agrees to hold SPCO harmless from claims arising out of damage caused by the pumping of water onto the ground.
8. **Startup** - If the equipment supplied pursuant to this quotation has a warranty requirement, qualified SPCO personnel must be present during the initial equipment startup and commissioning. Failure to request and assure the presence of qualified SPCO personnel will void any warranty herein. Requests for startup must occur at least seven (7) days prior to the scheduled date of the startup.
9. **Limitation of Liability** - The remedies set forth herein are exclusive and the total liability of SPCO with respect to this quotation, and any contract for goods or services arising from this quotation, or for any breach thereof, whether based on contract, warranty, torts (including negligence), indemnity, strict liability or otherwise, shall not exceed the quotation or sales price of the specific equipment or service which gives rise to the claim.
10. **Setoff** - All amounts that Customer owes SPCO under this quotation shall be due and payable in accordance with the terms of the quotation. Customer shall not setoff such amounts or any portion thereof, whether or not liquidated, against sums which Customer asserts are due to it, its parent, affiliates, subsidiaries or other division under other transactions with SPCO.
11. **Customer Cancellation** - Customer may cancel this order only upon written notice and payment to SPCO of reasonable and proper cancellation charges. In the event of cancellation, Customer must pay for all material, expense and labor costs incurred by SPCO in connection with the materials and services to be provided pursuant to this quotation, as well as all expenses relating to any specially fabricated materials and restocking charges.
12. **Assignment** - Neither party may assign this order or any portion thereof without the advance, written consent of the other party, which consent shall not be unreasonably withheld.
13. **Waiver/Severability** - Failure by SPCO to assert all or any of its rights upon any breach by Customer shall not be deemed a waiver of such rights either with respect to such breach or any subsequent breach, nor shall any waiver be implied from the acceptance of any payment. No waiver of any right shall extend to or affect any other right Customer may possess nor shall such waiver extend to any subsequent similar or dissimilar breach. If any portion of these Terms are determined to be illegal, invalid or unenforceable for any reason, such provision shall be deemed stricken for the purposes of the dispute in question and all other provisions shall remain in full force and effect.
14. **Applicable Law** - The contract involving the sale of the equipment and services covered by this quotation shall be interpreted in accordance with the laws of the State of Texas. This contract is performable in McLennan County, Texas and venue for any court action in any way relating to or arising out of this contract shall be McLennan County, Texas.



## AUTHORIZATION LETTER

May 13, 2025

Javier Cedillo  
Supervisor – Treatment Plant  
City of Round Rock  
221 East Main Street  
Round Rock, TX 78664

Dear Javier:

This letter is to hereby acknowledge that Smith Pump Company, Inc. with offices at 301 M - B Industrial, Waco, TX 76712 United States is recognized by Flowserve US Company ("Flowserve") as the sole authorized Water Sales Representative for Round Rock, TX.

Smith Pump Company, Inc., is authorized to promote sales, receive inquiries, and present quotations, for the products within the markets and territories specified in the attached **PRODUCTS and TERRITORY**. For the avoidance of doubt, this does not include mechanical seals.

This authorization letter is valid until December 31, 2025 or until earlier revoked by Flowserve.

Regards,

DocuSigned by:

A blue ink handwritten signature of Stephanie Ruttman, enclosed within a blue rounded rectangular border.

BEC9057671134B5...

Stephanie Ruttman  
Contracts and Channel Partner Manager

## PRODUCTS and TERRITORY

PRODUCTS	
Description	
Industrial	Engineered
General Purpose Pumps - Horizontal Single Stage Close Coupled General Purpose Pumps - Horizontal Single Stage Frame Mounted General Purpose Pumps - Vertical Single Stage In-Line General Purpose Pumps - Vertical Single Stage Sump General Purpose Pumps - Horizontal Axially Split Single Stage <=12" General Purpose Pumps - Horizontal Axially Split Multistage - Light Duty General Purpose Pumps - Segmental Ring - Light Duty General Purpose Pumps - Composite Medium Duty Process Pumps - Medium Duty (Non API) Process Pumps Medium Duty Process Pumps - ANSI/ASME Metallic Sealed Medium Duty Process Pumps - ANSI/ASME Non-Metallic Sealed Medium Duty Process Pumps - Sealless Chemical Ansi Metallic Medium Duty Process Pumps - Paper Stock / High Capacity End Suction Medium Duty Process Pumps - Sewage (Or Waste Water) Treatment Medium Duty Process Pumps - ANSI/ASME Sealless Nonmetallic Abrasive Solids Pumps - Rubber Lined Abrasive Solids Pumps - Hard Metal Abrasive Solids Pumps - Horizontal Abrasive Solids Pumps - Vertical Abrasive Solids Pumps - Submersible General Purpose Vertical Turbine Pumps - <30" General Purpose Vertical Turbine Pumps - Canned <30" Gear Pumps INNOMAG Horizontal Pumps - Horizontal Axial Flow Twin Screw Vacuum - Liquid Ring Vacuum Standard, Special, Gas Ejector Vacuum - Liquid Ring Vacuum Compressor Vacuum - Liquid Ring Vacuum Systems Vacuum - Dry Vacuum - SIHBoost General Purpose - Side Channel Pumps General Purpose - Horizontal / Vertical Single Stage & Multistage Special Medium Duty Process - ISO/DIN Metallic Sealed Medium Duty Process - ISO/DIN Metallic Sealless Medium Duty Process - Horizontal End Suction - Thermal Medium Duty Process - Segmental Ring All other - Sludge Mixer	Horizontal Pumps - Horizontal Axially Split Single Stage >Than 12" Horizontal Pumps - Horizontal Axially Split Heavy Duty Single Stage Steel Horizontal Pumps - Segmental Ring Multistage - Heavy Duty Horizontal Pumps - Horizontal Axially Split Multistage - Heavy Duty Horizontal Pumps - Barrel Multistage General Purpose Vertical Turbine Pumps - >=30" General Purpose Vertical Turbine Pumps - Canned >= 30" Vertical Pumps - Double Suction & Double Suction Canned Concrete Volute Pumps Integrated Solutions Operations Vacuum - Dry Vacuum - SIHdry All other - HALBERG
Product specifically EXCLUDED from this Agreement :  BJ Submersible Pumps and Motors are excluded, except when prior approval received from Flowserve management on specific projects. Integrated Solutions Operations Products except: 1. Beacon, TAM and 103 TAM 2. Technical and System Assessments when approved on a case basis by the ISO group and regional sales. 3. Wireless Products when approved on a case basis by the ISO group and regional sales. Lawrence Products	

Geographic Area Covered :

The following is a listing of the geographic areas covered by this Agreement.	
Included Countries	Region, State, Parrish, or Province
United States	STATES OF: OKLAHOMA, TEXAS except the counties of El Paso, Hudspeth, and Culberson

\*\*Note this is the geographical territory, but there may be specific market and account inclusions /exclusions in the Agreement not listed here