

EXHIBIT
"A"

CITY OF ROUND ROCK
AGREEMENT FOR THE PURCHASE OF
REPAIR SERVICES FOR RAW WATER INTAKE PUMPS
WITH
SMITH PUMP COMPANY, INC.

THE STATE OF TEXAS

CITY OF ROUND ROCK

COUNTY OF WILLIAMSON
COUNTY OF TRAVIS

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§
§

KNOW ALL BY THESE PRESENTS:

This Agreement is for the purchase of pump repair services for Raw Water Intake #8 and #9, and for related goods and services, and is referred to herein as the "Agreement." This Agreement is made and entered into on this the ____ day of the month of _____, 2025, by and between the CITY OF ROUND ROCK, TEXAS, a home-rule municipality whose offices are located at 221 East Main Street, Round Rock, Texas 78664, referred to herein as the "City," and SMITH PUMP COMPANY, whose offices are located at 301 M-B Industrial, Waco, Texas 76712, referred to herein as the "Vendor." This Agreement supersedes and replaces any previous agreement between the named parties, whether oral or written, and whether or not established by custom and practice.

RECITALS:

WHEREAS, City desires to purchase pump repair services for Raw Water Intake #8 and #9; and

WHEREAS, the desired repairs are the result of unforeseen damage to Raw Water Intake #8 and #9; and

WHEREAS, purchases necessary due to unforeseen damage to public machinery, equipment and property are exempt from competitive bidding requirements under Chapter 252 of the Texas Local Government Code pursuant to Section 252.022(a)(3); and

WHEREAS, City desires to purchase repair services from Vendor and Vendor desires to provide said repair services; 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 receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

1.0 DEFINITIONS

A. **Agreement** means the binding legal contract between City and Vendor whereby City is obligated to buy specified goods and services and Vendor is obligated to sell specified goods and services. The Agreement includes Vendor's Proposal, attached as Exhibit "A," and incorporated herein by reference for all purposes, and any other exhibits, addenda, and/or amendments thereto.

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.

F. **Vendor** means Smith Pump Company, Inc. or any successors or assigns.

2.0 EFFECTIVE DATE AND TERM

A. This Agreement shall be effective on the date it has been signed by both parties hereto, and shall remain in full force and effect until successful completion of services as set forth herein.

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

3.0 CONTRACT DOCUMENTS AND EXHIBITS

Vendor's Proposal is set forth in Exhibit "A," which together with this Agreement comprise the total Agreement as if repeated herein in full.

4.0 ITEMS AWARDED

Vendor shall satisfactorily provide all the items set forth in Exhibit “A” as set forth herein. Vendor’s undertakings shall be limited to providing goods and services for the City for which Vendor has been specifically engaged.

5.0 CONTRACT AMOUNT

In consideration for the goods set forth in Exhibit “A,” the City agrees to pay Vendor an amount not-to-exceed **\$399,000.00**.

6.0 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; and
- D. Delivery dates.

7.0 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 affect such termination by giving Vendor a written notice of termination at the end of its then-current fiscal year.

8.0 PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, any payment to be made by City to Vendor will be made within thirty (30) days of the date City receives goods under this Agreement, the date the performance of the services under this Agreement are completed, or the date City receives a correct invoice for the goods 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). This Prompt Payment 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. 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
- C. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or
- D. The invoice is not mailed to City in strict accordance with any instruction on the purchase order relating to the payment.

9.0 GRATUITIES AND BRIBES

City may, by written notice to Vendor, cancel this Agreement without incurring 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.

10.0 TAXES

City is exempt from Federal Excise and State Sales Tax; therefore, tax shall not be included in Vendor's charges.

11.0 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.

12.0 INSURANCE

Vendor shall meet all of City's insurance requirements as set forth at the City's website: http://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr_insurance_07.20112.pdf.

13.0 CITY'S REPRESENTATIVE

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

Evan Larson
Public Works Department
Superintendent – Utility Services
3400 Sunrise Road
Round Rock, Texas 78665
(512) 218-6699

14.0 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.

15.0 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 make any payment in full when due;
- B. Fails to fully, timely and faithfully perform any of its material obligations under this Agreement;
- C. Fails to provide adequate assurance of performance under the "Right to Assurance" section herein; or
- D. Becomes insolvent or seeks relief under the bankruptcy laws of the United States.

16.0 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.

17.0 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.

18.0 COMPLIANCE WITH LAWS, CHARTER, 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 2271, 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.

C. In accordance with Chapter 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for a value of at least One Hundred Thousand and No/100 Dollars (\$100,000.00) unless the contract has a provision verifying that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and it will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

D. In accordance with Chapter 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for a value of at least One Hundred Thousand and No/100 Dollars (\$100,000.00) unless the contract has a provision verifying that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of this Agreement. The signatory executing this Agreement on

behalf of Vendor verifies Vendor does not boycott energy companies, and it will not boycott energy companies during the term of this Agreement.

19.0 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.

20.0 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 herein; 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:

Smith Pump Company, Inc.
301 MB Industrial
Waco, TX 76712

Notice to City:

City Manager
221 East Main Street
Round Rock, TX 78664

AND TO: Stephen L. Sheets, City Attorney
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.

21.0 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.

22.0 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.

23.0 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.

24.0 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.

25.0 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.

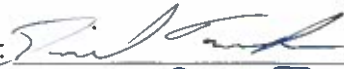
[Signatures on the following page.]

IN WITNESS WHEREOF, City and Vendor have executed this Agreement on the dates indicated.

City of Round Rock, Texas

Smith Pump Company, Inc.

By: _____
Printed Name: _____
Title: _____
Date Signed: _____

By: 
Printed Name: Daniel Tacker
Title: Project Manager
Date Signed: 2/13/23

Attest:

By: _____
Ann Franklin, City Clerk

For City, Approved as to Form:

By: _____
Stephanie L. Sandre, City Attorney



Exhibit “A”
Scope of Services



Smith Pump Company, Inc.

301 MB Industrial Blvd
Waco, TX 76712 US

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

Quote No: 40506

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Prepared For: Kirk Sholars

Shipping: Kirk Sholars

City of Round Rock

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

City of Round Rock

Raw Water Intake Station
2050 Cedar Breaks Rd.
Georgetown, TX 78628

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,

Daniel Tacker

danielt@smithpump.com

Line: 1

Part ID: 0907-M

Rev: 0

Replace Bowl Assembly - RWP-8

Existing Bowl Assembly:

Manufacturer: Fairbanks Morse
Model: 18H-3 stage
Q = 3,800 GPM TDH = 343 ft
RPM = 1,750 HP = 400

- Collet came loose on second stage impeller. This destroyed the impeller.
- This also caused damaged to the second stage bowl.
- The first stage impeller is worn too thin for reuse.
- Because of significant damage to multiple components, a new bowl assembly is recommended.

Replacement Bowl Assembly:

Manufacturer: Flowserve
Model: 18KXH-2 stage
Q = 4,200 GPM TDH = 300 ft
RPM = 1,775 HP = 400

Bowls: A48 CI 30 Cast Iron, flanged
Impellers: C952 Aluminum Bronze
Bearing: C932 Lead Tin Brz
Collet: 416 SS
Shaft: 416 SS
Coating: Amerlock II

The new bowl assembly will be a duplicate of RWP7 provided in 2017

Smith Pump to modify the pump-can-pipe adapter for new bowl assembly

Lead Time: 33 weeks



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Quantity	U/M	Unit Price	Discount	Discounted Unit Price	Line Price
1.00	EA	106,000.00000			\$106,000.00 *

Line: 2

Part ID: 0907-M

Rev: 0

New Submersible Turbine Pump and Motor - RWP9

Supply New Submersible Turbine Pump and Motor

Each will match equipment provided by Smith Pump for RWI Pump #7 in 2017
SN of previously provided pump # S00692

Smith Pump to also provide adapter for connecting pump to split can and carrier pipe
and slight modifications to existing split can.

Pump Information:

Manufacturer: Flowserve
Model: 18KXH-2 stage
Q = 4,200 GPM TDH = 300 ft
Bowls: A48 Class 30 Cast Iron, flanged
Impeller: C952 Alum. Bronze
Bearing: C932 Lead Tin Bronze
Collet: 416 SS
Shaft: 416 SS
Coupling: 410 SS
Paint: Amerlock II
Strainer: Galv Steel

Motor Information:

Manufacturer: Pleuger
Model: 16"-407kW-60Hz-141A
HP = 450 2300 V / 3 Ph / 1740 RPM
Cast Iron Construction
Insulation Class: Y
Starting Method: DOL
New power cable

Lead Time:

34 weeks assuming no submittal or review is required

DOES NOT INCLUDE:

It is possible that the split can may need to be replaced. This quote does not
include replacing the split can or modifying it more than updating the motor
cradle and coating. If additional repairs are required, an additional quote
will be provided. Round Rock to supply pulled can to Smith Pump.

Quote also does not include any repair of carrier pipe or replacement carrier
pipe bolting. It is assumed these are in good condition for re-use.

Quantity	U/M	Unit Price	Discount	Discounted Unit Price	Line Price
1.00	EA	257,000.00000			\$257,000.00 *

Line: 3

Part ID: 4301

Rev: 0

Install and Start Submersible Turbine Pump

Field Service Technician to Install and Perform Start-Up of RWP-8 and RWP-9

Includes:

1. Crane Services



Smith Pump Company, Inc.

301 MB Industrial Blvd
Waco, TX 76712 US

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

Quote No: 40506

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2. Winch Truck
3. Electrical Re-connect
4. Splice New Motor Cable

Quantity	U/M	Unit Price	Discount	Discounted Unit Price	Line Price
2.00	EA	18,000.00000			\$36,000.00 *

* Indicates which quantity price is included in the Total

Total: \$399,000.00

Prices are Valid Until Saturday, February 15, 2025

ACCEPTED BY: _____

PRINTED NAME: _____

PURCHASE ORDER (IF APPLICABLE): _____

SIGNED ON DATE: _____

This quotation is made in accordance to BuyBoard Contract Number 672-22.