

PURCHASE AGREEMENT

Flygt Spare Lift Station Pump

This Purchase Agreement (the “Agreement”) is entered into as of this ____ day of _____ 2025, by and between the **City of Dripping Springs, Texas**, a Type-A General Law Municipality (the “City”), and **Xylem Water Solutions USA, Inc.** (the “Seller”).

In consideration of the mutual covenants contained herein, the City and Seller agree as follows:

1. Description of Goods

The Seller agrees to sell, and the City agrees to purchase, four (4) Flygt Spare Lift Station Pump as described in Attachment “A”.

2. Purchase Price

The total purchase price for the goods including freight is one hundred, nine thousand and six hundred six dollars (\$109,606.00), as detailed in Attachment “A”.

3. Warranty

The Seller warrants that the goods delivered under this Agreement shall be free from defects in material and workmanship as described in Attachment “A”.

4. Sales Tax Exemption.

The City is exempt from payment of sales, use, rental and certain excise taxes in accordance with Chapter 151 of the Texas Tax Code. Seller acknowledges and agrees that no such tax shall be included in any invoice or request for payment. City shall cooperate with the Seller in providing any necessary documentation to evidence the City’s tax-exempt status, including providing a completed Texas Sales and Use Tax Exemption Certification form upon request.

5. Notice.

All notice required or permitted under this Agreement shall be in writing and shall be delivered either in person or deposited in the United States mail, postage prepaid, addressed as follows:

For the City:

Attention: City Administrator
City of Dripping Springs
P.O. Box 384
Dripping Springs, TX 78620
512-858-4725

For the Seller

Barrie Hamm
Sales Engineer
4965 Eisenhower Rd. #102
San Antonio, Tx 78218
210-648-9101

Either party may change such address from time to time by providing written notice to the other in the manner set forth above. Notice is deemed to have been received three (3) days after deposit

in U.S. mail.

6. Miscellaneous.

- (a) **Entire Agreement.** This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, or agreements, whether written or oral.
- (b) **Amendment.** This Agreement may only be amended in writing signed by both parties.
- (c) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
- (d) **Severability.** If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.
- (e) **Waiver.** No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom enforcement is sought. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

THE CITY
City of Dripping Springs

THE SELLER
Xylem Water Solutions USA, Inc.

Michelle Fischer
City Administrator

Barrie Hamm
Sales Engineer

Date

Date

ATTACHMENT "A"
QUOTE AND WARRANTY