



Amendment No. 2  
to  
Contract No. MA 8600 NS200000006  
for  
Pump Mechanical Technical Services  
between  
Pump Mechanical Technical Services Llc  
and the  
City of Austin, Texas

1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective January 27, 2024 to January 26, 2025.

The total contract amount is increased by \$177,800.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE affixed below, this Amendment is hereby incorporated and made a part of the above referenced contract.

**Brenita  
Wilkison**

Digitally signed by  
Brenita Wilkison  
Date: 2023.11.30  
07:33:07 -06'00'

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Brenita Wilkison, Procurement Supervisor  
City of Austin



Amendment No. 1  
to  
Contract No. MA 8600 NS200000006  
for  
Pump Maintenance and Repair Services  
between  
Pump Mechanical Technical Services LLC  
and the  
City of Austin, Texas

1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective January 27, 2023 until January 26, 2024.

The total contract amount is increased by \$177,800.

2.0 The City hereby accepts a price increase on the above referenced contract to reflect the 2023 Pricing listed below. Additionally, Exhibit B, Attachment 4.2 Parts Price List is deleted in its entirety and is replaced with Exhibit B, Attachment 4.2 Parts Price List 2023.

Number	Item	Current Pricing	2023 Pricing	% Change
1.0	Labor	Day Rate - \$105 Night Rate After 9PM - \$210 Weekend/Holiday Rate - \$210	Day Rate - \$120 Night Rate After 9PM - \$210 Weekend/Holiday Rate - \$210	14.3%

3.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above referenced contract.

Signature & Date:

Rich M. Jr. 1-13-23

Signature & Date:

Erin D'Vincent Digitally signed by Erin D'Vincent  
Date: 2023.01.13 09:00:39 -06'00'

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Printed Name: Ricardo Martinez Sr.  
Authorized Representative

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Erin D'Vincent, Procurement Manager  
City of Austin

Pump Mechanical Technical Services LLC  
PO Box 1566  
San Marcos, TX 78667



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M  
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Exhibit B, Attachment 4.2 Parts Price List 2023

**PUMP MECHANICAL TECHNICAL SERVICES,LLC PRICE SHEET**

\*Please note due to current market volatility all pricing is subject to change

<b>PUMPS &amp; MOTORS</b>					
<b>20% DISCOUNT OFF LIST PRICE</b>					
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>HP</b>	<b>EFF</b>	<b>LIST PRICE</b>	<b>UNIT</b>
PUMP & MOTOR ASSY -30	HORIZONTAL PUMP, CLOSE-COUPLED ,460V,TEFC ASSEMBLY	30	PREMIUM	\$12,522.00	EA
PUMP & MOTOR ASSY- 40	HORIZONTAL PUMP, CLOSE-COUPLED ,460V,TEFC ASSEMBLY	40	PREMIUM	\$16,068.00	EA
PUMP & MOTOR ASSY -50	HORIZONTAL PUMP, CLOSE-COUPLED ,460V,TEFC ASSEMBLY	50	PREMIUM	\$19,648.00	EA
PUMP & MOTOR ASSY - 60	HORIZONTAL PUMP, CLOSE-COUPLED ,460V,TEFC ASSEMBLY	60	PREMIUM	\$25,384.00	EA
PUMP & MOTOR ASSY- 75	HORIZONTAL PUMP, CLOSE-COUPLED ,460V,TEFC ASSEMBLY	75	PREMIUM	\$27,678.00	EA
PUMP & MOTOR ASSY - 100	HORIZONTAL PUMP, CLOSE-COUPLED ,460V,TEFC ASSEMBLY	100	PREMIUM	\$35,337.00	EA
PUMP- HORIZ	HORIZONTAL, INDIVIDUAL	5-125		\$3500 - \$30,000	EA
PUMP- WW	WASTE WATER , INDIVIDUAL	2-150		\$2,000-\$75,000	EA
PUMP- SELF PRIM	SELF PRIMER, INDIVIDUAL	3" - 8"		\$15,000-\$45,000	EA
PUMP- SUB	SUBMERSIBLE, INDIVIDUAL	5-125		\$4,500-\$38,000	EA
PUMP- TRASH	TRASH, INDIVIDUAL	2-150		\$2,000- \$200,000	EA
PUMP- VERT	VERTICAL TURBINE , INDIVIDUAL	10-150		\$20,000-\$250,000	EA
PUMP- AERATOR	AERATOR	1/3 - 7.5		\$3,500- \$ 20,000	EA
PUMP- CHEM	CHEMIGATION	.5 - 10		\$8,000- \$28,000	EA
MOTOR- ODP25	HORIZONTAL ,3600 RPM,ODP,460V / 3-PH	25	PREMIUM	\$3,351.00	EA
MOTOR- ODP30	HORIZONTAL ,3600 RPM,ODP,460V / 3-PH	30	PREMIUM	\$5,112.00	EA
MOTOR- ODP40	HORIZONTAL ,3600 RPM,ODP,460V / 3-PH	40	PREMIUM	\$6,289.00	EA
MOTOR- ODP50	HORIZONTAL ,3600 RPM,ODP,460V / 3-PH	50	PREMIUM	\$6,993.00	EA
MOTOR- ODP60	HORIZONTAL ,3600 RPM,ODP,460V / 3-PH	60	PREMIUM	\$8,514.00	EA
MOTOR- ODP75	HORIZONTAL ,3600 RPM,ODP,460V / 3-PH	75	PREMIUM	\$10,653.00	EA
MOTOR- ODP100	HORIZONTAL ,3600 RPM,ODP,460V / 3-PH	100	PREMIUM	\$14,150.00	EA
MOTOR- H-TEFC25	HORIZONTAL ,3600 RPM,TEFC,460V / 3-PH	25	PREMIUM	\$4,176.00	EA
MOTOR- H-TEFC30	HORIZONTAL ,3600 RPM,TEFC,460V / 3-PH	30	PREMIUM	\$6,526.00	EA
MOTOR- H-TEFC40	HORIZONTAL ,3600 RPM,TEFC,460V / 3-PH	40	PREMIUM	\$7,390.00	EA
MOTOR- H-TEFC50	HORIZONTAL ,3600 RPM,TEFC,460V / 3-PH	50	PREMIUM	\$8,999.00	EA
MOTOR- H-TEFC60	HORIZONTAL ,3600 RPM,TEFC,460V / 3-PH	60	PREMIUM	\$9,913.00	EA
MOTOR- H-TEFC75	HORIZONTAL ,3600 RPM,TEFC,460V / 3-PH	75	PREMIUM	\$13,348.00	EA
MOTOR- H-TEFC100	HORIZONTAL ,3600 RPM,TEFC,460V / 3-PH	100	PREMIUM	\$15,675.00	EA

MOTOR- WPI25	VERTICAL HOLLOW SHAFT,WPI, 1800RPM, 460V/3-PH	25	PREMIUM	\$7,747.00	EA
MOTOR- WPI40	VERTICAL HOLLOW SHAFT,WPI, 1800RPM, 460V/3-PH	40	PREMIUM	\$9,334.00	EA
MOTOR- WPI50	VERTICAL HOLLOW SHAFT,WPI, 1800RPM, 460V/3-PH	50	PREMIUM	\$10,672.00	EA
MOTOR- WPI60	VERTICAL HOLLOW SHAFT,WPI, 1800RPM, 460V/3-PH	60	PREMIUM	\$12,633.00	EA
MOTOR- WPI75	VERTICAL HOLLOW SHAFT,WPI, 1800RPM, 460V/3-PH	75	PREMIUM	\$14,774.00	EA
MOTOR- WPI100	VERTICAL HOLLOW SHAFT,WPI, 1800RPM, 460V/3-PH	100	PREMIUM	\$19,062.00	EA
MOTOR- V-TEFC25	VERTICAL HOLLOW SHAFT,TEFC, 1800RPM, 460V/3-PH	25	PREMIUM	\$9,078.00	EA
MOTOR- V-TEFC40	VERTICAL HOLLOW SHAFT,TEFC, 1800RPM, 460V/3-PH	40	PREMIUM	\$12,676.00	EA
MOTOR- V-TEFC50	VERTICAL HOLLOW SHAFT,TEFC, 1800RPM, 460V/3-PH	50	PREMIUM	\$14,632.00	EA
MOTOR- V-TEFC60	VERTICAL HOLLOW SHAFT,TEFC, 1800RPM, 460V/3-PH	60	PREMIUM	\$18,157.00	EA
MOTOR- V-TEFC75	VERTICAL HOLLOW SHAFT,TEFC, 1800RPM, 460V/3-PH	75	PREMIUM	\$21,500.00	EA
MOTOR- V-TEFC100	VERTICAL HOLLOW SHAFT,TEFC, 1800RPM, 460V/3-PH	100	PREMIUM	\$28,964.00	EA
MOTOR- SUB	SUBMERSIBLE MOTOR / 5HP- 125HP	5-125		\$5,000-\$80,000	EA
MOTOR- S SHAFT	VERTICAL SOLID SHAFT / 5HP- 100HP	5-100		\$6,500-\$75,000	EA

<b>PACKAGED SYSTEMS</b>					
<b>20% DISCOUNT OFF LIST PRICE</b>					
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>LIST PRICE</b>	<b>UNIT</b>		
PUMP STATION- BOOSTER	BOOSTER STATION / 250GPM- 5000 GPM	\$55,000-\$450,000		EA	
PUMP STATION- MULTI	MULTI PUMP SYSTEM / 100GPM- 5000GPM	\$45,000-\$525,000		EA	
PUMP STATION- SNGL	SINGLE PUMP SYSTEM / 50GPM-2500GPM	\$35,000-\$200,000		EA	
PUMP STATION- TRANSFER	TRANSFER SYSTEM / 50GPM-5000GPM	\$50,000-\$600,000		EA	
PUMP STATION- LIFT	LIFT STATION / 100GPM- 5000GPM	\$40,000- \$550,000		EA	
FILTRATION	STATION FILLTRATION / 100GPM- 5000GPM	\$28,000-\$250,000		EA	
<b>PUMP &amp; MOTOR PARTS</b>					
<b>20% DISCOUNT OFF LIST PRICE</b>					
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>LIST PRICE</b>	<b>UNIT</b>		
PARTS-BEARING	BEARINGS/ 5HP-100HP	\$35-\$650		EA	
PARTS- BELT ASM	BELT, PULLY ASSEMBLY / 5HP-100HP	\$102-\$600		EA	
PARTS- PIPING	COLUMN PIPING / 2"-12"/ 20FT	\$576-\$750		EA	
PARTS- CPLING	COUPLING / 1"-1.5"	\$95-\$430		EA	
PARTS- GREASE	MOTOR GREASE, 14oz	\$85.00		EA	
PARTS- BOWL ASM	IMPELLER / BOWL ASSEMBLY/ 3"-12"	\$250-\$2,500		EA	
PARTS- SEAL ASM	MECHANICAL SEAL ASSEMBLY/ 5HP-150HP	\$400-\$7,000		EA	
PARTS- ADAPTOR	MOTOR ADAPTOR / 5HP-125HP	\$3,500-\$12,000		EA	
PARTS- CABLE	MOTOR CABLE/ 18AWG-2AWG	\$4-\$55		PER FT	
PARTS- PACKING ASM	PACKING BOX ASSEMBLY / 4"- 12"	\$1,200- \$3,900		EA	

PARTS- HEAD	PUMP HEAD / 4"-12"	\$5,500-\$18,000	EA
PARTS- PUMP RAIL	PUMP RAIL SYSTEM/ 3"-6" FLANGE	\$3,396-\$20,000	EA
PARTS- SCREEN	PUMP SCREEN/ 4"-12" BOWL	\$2,500-\$8,500	EA
PARTS- SKID	PUMP SKID/ 1-5 PUMP	\$5,000-\$100,000	EA
PARTS- ROT ASM	ROTATING ASSEMBLY/ 3"-8" PUMP	\$8,500-\$25,000	EA
PARTS- SHAFTING	SHAFTING/ 1"-1.5' DIAMETER	\$18-\$38	PER FT
PARTS- S BEARING	SIDER BEARING/ 4"-12"	\$275-\$5,000	EA
PARTS- VOLUTE	VOLUTE / 5HP-125HP	\$5,500-\$15,800	EA
PARTS-OIL	TURBINE OIL/ 5GALLON	\$315.00	EA
<b>COMMERCIAL GRINDER STATION</b>			
<b>20% DISCOUNT OFF LIST PRICE</b>			
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>LIST PRICE</b>	<b>UNIT</b>
PUMP STATION- LIFT	LIFT PACKAGE/ 100GPM- 5000GPM	\$40,000-\$550,000	EA
PUMP STATION- SELF PRIM	SELF PRIMING PACKAGE / 100GPM- 5000GPM	\$40,000-\$650,000	EA
PUMP STATION- SUBMERSIBLE	SUBMERSIBLE PACKAGE / 100GPM- 5000GPM	\$35,000-\$600,000	EA
<b>CONTROL PANELS</b>			
<b>20 % DISCOUNT OFF LIST PRICE</b>			
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>LIST PRICE</b>	<b>UNIT</b>
CP - COMM	COMMUNICATION CONTROL PANEL / CELL MODEM /ETHERNET/ SCADA	\$50,000	EA
CP- COMPLETE	COMPLETE/ PANEL/ PLC /RETROFIT ASSEMBLY/ 1-8 PUMP	\$58,000-\$155,000	EA
CP-STAND	CONTROL PANEL / 1-8 PUMP	\$75,000-\$150,000	EA
CP- RETROFIT	DOOR / PLC RETROFIT KIT/ 1-8 PUMP	\$50,000-\$100,000	EA
CP- MULTI- FIXED	MULTI PUMP CONTROL PANEL/ FIXED SPEED / 1-8 PUMP	\$75,000-\$125,000	EA
CP- MULTI- VARI	MULTI PUMP CONTROL PANEL/ VARIABLE SPEED/ 1-8 PUMP	\$68,000-\$150,000	EA
CP- SNGL- FIXED	SINGLE PUMP CONTROL PANEL / FIXED SPEED	\$50,000	EA
CP- SNGL- VARI	SINGLE PUMP CONTROL PANEL/ VARIABLE SPEED	\$70,000	EA
<b>ALL OTHER</b>			
<b>20% DISCOUNT OFF LIST PRICE</b>			
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>LIST PRICE</b>	<b>UNIT</b>
ELECT-ANTENNA	ANTENNA/ 890-960MHZ	\$1,200	EA
ELECT-SUB CABLE	ARMORDED SUBMERSIBLE CABLE/ 12AWG- 2AWG	\$5 - \$39	EA
ELECT- CELL MODEM	CELL MODEM LTE	\$2,500	EA
ELECT- BREAKER	CIRCUIT BREAKER / 5A-400A	\$25-\$7,500	EA
ELECT-COMM	COMMUNICATION HARDWARE 3G LTE	\$2,500-\$5,800	EA
ELECT-CABLE	CONTROL CABLE	\$8.50	PER FT
ELECT- AIR	CP AIR CONDITIONER/ 1000 BTU-6000 BTU	\$4,635-\$10,250	EA
ELECT- HEATER	CP HEATER / 5KW-20KW	\$1,250-\$4,934	EA

ELECT- TRANSMITTER	CT TRANSMITTER/ .25A- 750A	\$120-\$950	EA
ELECT- SWITCH ASM	DISCONNECT SWITCH ASSEMBLY/ 20A- 600A	\$80-\$5,365	EA
ELECT- ENCLOSURE	ENCLOSURE/ 24"x24"- 98"x72"	\$225-\$32,080	EA
ELECT-FLOAT	FLOAT/ 24V-240V	\$85-\$575	EA
ELECT- FUSE BLK	FUSE BLOCK/ 10A-400A	\$128- \$2,525	EA
ELECT- HEAT EXCH	HEAT EXCHANGER/ 20-165WATT DISSIPATION	\$3,750- \$10,000	EA
ELECT-HMI	HMI/ 3"-15"	\$3,800- \$15,000	EA
ELECT- MONITOR	PHASE MONITOR/ 240-480	\$300- \$750	EA
ELECT- PLC	PLC	\$20,000	EA
ELECT- PROBE	LEVEL PROBE/ 24V-240V	\$150- \$2,500	EA
ELECT-RADIO	RADIO/ SINGLE - MULTI COMM	\$1,500- \$10,000	EA
ELECT-RELAY	RELAY/ 24V-120V	\$85- \$275	EA
ELECT-SNGL LIGHT	SIGNAL LIGHT/ 24V- 120V	\$57- \$295	EA
ELECT-SURGE PRO	SURGE PROTECTOR/ 10KA- 100,000KA	\$250- \$7,500	EA
ELECT-SWITCH	SWITCH SELECTOR/ 2-3 POSITION	\$85- \$350	EA
ELECT- TRASNDUCER	TRANSDUCER/ 0-300PSI	\$485	EA
ELECT- TRANSMITTER	TRANSMITTER/ 0-30VDC	\$1,500	EA
FILTER ASM-4	4", AUTO CLEANING FILTER ASSEMBLY	\$23,288.00	EA
FILTER ASM-6	6", AUTO CLEANING FILTER ASSEMBLY	\$37,690.00	EA
FILTER ASM-8	8", AUTO CLEANING FILTER ASSEMBLY	\$46,992.00	EA
FILTER ASM-10	10", AUTO CLEANING FILTER ASSEMBLY	\$50,751.00	EA
FILT PARTS- BW VALVE	BACK WASH VALVE/ 2"-6"	\$2,500- \$6,800	EA
FILT PARTS- SCREEN	BOX SCREEN/ 8"-48"	\$1,200-\$12,500	EA
FILT PARTS- SYTM SKID	FILTER SYSTEM SKID/ 1-5 BANK	\$30,000-\$150,000	EA
FILT PARTS- L-SEAL	LID SEALS/2"-14"	\$45- \$500	EA
FILT PARTS- O-SEAL	O-RING , SEAL/ 10MM-320MM	\$12- \$250	EA
FILT PARTS- SCANN ASM	SCANNER DRIVE ASSEMBLY	\$3,000	EA
FILT PARTS- SELF CLEAN	SELF CLEANING SCREEN ELEMENT/ 50MICRON-500MICRON	\$1,800-\$17,080	EA
FILT PARTS- SUC SCAN	SUCTION SCANNER / 200GPM-3500GPM	\$850-\$7,000	EA
FILT PARTS- SUC STRAIN	SUCTION STRAINER / 2"-12"	\$300-\$8,000	EA
FILT PARTS- GEAR BOX	TRANSMISSION / GEAR BOX	\$3,000	EA
FILT PARTS- WYE STRAIN	WYE STRAINER/ 1/2"- 14"	\$150-\$6,800	EA
MAGNETIC METER- CON HEAD	CONTROL HEAD	\$4,065.00	EA
MAGNETIC METER- 2	2", FLANGE X FLANGE METER W/CONTROL HEAD	\$7,533.00	EA
MAGNETIC METER-3	3", FLANGE X FLANGE METER W/CONTROL HEAD	\$7,612.00	EA
MAGNETIC METER-4	4", FLANGE X FLANGE METER W/CONTROL HEAD	\$7,768.00	EA
MAGNETIC METER-5	5", FLANGE X FLANGE METER W/CONTROL HEAD	\$8,414.00	EA
MAGNETIC METER-6	6", FLANGE X FLANGE METER W/CONTROL HEAD	\$8,997.00	EA
MAGNETIC METER-8	8", FLANGE X FLANGE METER W/CONTROL HEAD	\$10,120.00	EA
MAGNETIC METER-10	10", FLANGE X FLANGE METER W/CONTROL HEAD	\$11,493.00	EA

MAGNETIC METER-12	12", FLANGE X FLANGE METER W/CONTROL HEAD	\$15,134.00	EA
FUSE6-10A	6,8,10 AMP, FAST ACTING FUSE,VSD	\$40.00	EA
FUSE15A	15AMP, FAST ACTING FUSE, VSD	\$46.00	EA
FUSE50A	50AMP, FAST ACTING FUSE,VSD	\$58.00	EA
FUSE80A	80AMP,FAST ACTING FUSE,VSD	\$91.00	EA
FUSE100A	100AMP, FAST ACTING FUSE,VSD	\$99.00	EA
FUSE150A	150AMP, FAST ACTING FUSE, VSD	\$118.00	EA
FUSE200A	200AMP, FAST ACTING FUSE, VSD	\$121.00	EA
FUSE250A	250AMP, FAST ACTING FUSE, VSD	\$259.00	EA
CONTACTOR-9A	1EC, 9A,110V 50HZ/120V 60HZ	\$94.00	EA
CONTACTOR-23A	1EC, 23A,110V 50HZ/120V 60HZ	\$151.00	EA
CONTACTOR-43A	1EC, 43A,110V 50HZ/120V 60HZ	\$218.00	EA
CONTACTOR-60A	1EC, 60A,110V 50HZ/120V 60HZ	\$322.00	EA
CONTACTOR-85A	1EC, 85A,110V 50HZ/120V 60HZ	\$363.00	EA
CONTACTOR-115A	1EC, 115A,110V 50HZ/120V 60HZ	\$574.00	EA
OVRD1-5A	OVERLOAD,1.0-5.0A/ 3PH	\$154.00	EA
OVRD5.4-27A	OVERLOAD, 5.4-27A/3 PH	\$163.00	EA
OVRD9-45A	OVERLOAD, 9-45A/ 3 PH	\$187.00	EA
OVRD18-90A	OVERLOAD,18-90A/ 3 PH	\$212.00	EA
OVRD40-200A	OVERLOAD,40-200A / 3PH	\$788.00	EA
OVRD60-300A	OVERLOAD,60-300A/ 3PH	\$1,642.00	EA
INTERLOCK-5HP	INTERLOCK STARTER SET, 5HP, ASSEMBLY	\$488.00	EA
INTERLOCK-25HP	INTERLOCK STARTER SET, 25PH, ASSEMBLY	\$896.00	EA
INTERLOCK-40HP	INTERLOCK STARTER SET, 40HP, ASSEMBLY	\$1,124.00	EA
INTERLOCK-50HP	INTERLOCK STARTER SET, 50HP, ASSEMBLY	\$1,267.00	EA
INTERLOCK-60HP	INTERLOCK STARTER SET, 60HP, ASSEMBLY	\$1,500.00	EA
INTERLOCK-75HP	INTERLOCK STARTER SET, 75HP, ASSEMBLY	\$2,488.00	EA
INTERLOCK-100HP	INTERLOCK STARTER SET, 100HP,ASSEMBLY	\$2,671.00	EA
CVL-2	2" , SINGLE WAFER, CHECK VAVLE	\$309.00	EA
CVL-4	4" , SINGLE WAFER,CHECK VALVE	\$576.00	EA
CVL-6	6" , SINGLE WAFER, CHECK VALVE	\$950.00	EA
CVL-8	8" , SINGLE WAFER, CHECK VALVE	\$2,085.00	EA
CVL-10	10" , SINGLE WAFER, CHECK VALVE	\$2,470.00	EA
BFCVL-2	2", LUG , 200PSI, BUTTERFLY VALVE	\$366.00	EA
BFCVL-4	4", LUG, 200PSI, BUTTERFLY VALVE	\$540.00	EA
BFCVL-6	6" LUG, 200PSI, BUTTERFLY VALVE	\$640.00	EA
BFCVL-8	8", LUG, 200PSI, BUTTERFLY VALVE	\$1,125.00	EA



BFCVL-12	12", LUG , 200PSI, BUTTERFLY VALVE	\$1,807.00	EA
FTVLV-2	2", BRONZE TRIM, FOOT VALVE	\$1,352.00	EA
FTVLV- 4	4", BRONZE TRIM, FOOT VALVE	\$1,606.00	EA
FTVLV- 6	6", BRONZE TRIM, FOOT VALVE	\$2,476.00	EA
FTVLV- 8	8", BRONZE TRIM, FOOT VALVE	\$3,655.00	EA
FTVLV- 10	10", BRONZE TRIM, FOOT VALVE	\$4,600.00	EA
CV-VFD2	2", SINGLE WAFER, VFD, CHECK VALVE	\$384.00	EA
CV-VFD4	4", SINGLE WAFER, VFD, CHECK VALVE	\$538.00	EA
CV-VFD6	6", SINGLE WAFER, VFD, CHECK VALVE	\$1,006.00	EA
CV-VFD8	8", SINGLE WAFER, VFD, CHECK VALVE	\$1,750.00	EA
CV-VFD10	10", SINGLE WAFER, VFD, CHECK VALVE	\$2,830.00	EA
VLVPARTS-AIR REL	AIR RELEASE / 1/2"- 2"	\$50-\$3,500	EA
VLVPARTS-ELEC VLV	ELECTRIC VALVE / 2"-12"	\$2,000- \$7,500	EA
VLVPARTS-ISO VLV	ISO VALVE( GROOVED, LUGGED, FLANGED,BALL)/ 2"-12"	\$250-\$8800	EA
VLVPARTS-REDU VLV	PRESSURE REDUCING VALVE / 2"-12"	\$2,400- \$28,250	EA
VLVPARTS-REL VKV	RELIEF VALVE / 2"-8"	\$3,200-\$15,200	EA
VLVPARTS-DIAPHM	VALVE DIAPHRAGM/ 2"-12"	\$250-\$1,800	EA
VLVPARTS- PILOT	VALVE PILOT	\$750.00	EA
VLVPARTS-REBUILD	VALVE REBUILD KIT/ 2"-12"	\$375-\$2,520	EA
VSD/VFD-30	30HP,VARIABLE SPEED DRIVE, 460V/3PH	\$5,747.50	EA
VSD/VFD-40	40HP, VARIABLE SPEED DRIVE, 460V/3PH	\$6,900.00	EA
VSD/VFD-50	50HP, VARIABLE SPEED DRIVE, 460V/3PH	\$8,260.00	EA
VSD/VFD-60	60HP, VARIABLE SPEED DRIVE, 460V/3PH	\$9,772.50	EA
VSD/VFD-75	75HP, VARIABLE SPEED DRIVE, 460V/3PH	\$11,180.00	EA
VSD/VFD-100	100HP, VARIABLE SPEED DRIVE, 460V/3PH	\$12,946.25	EA
MOTOR REWIND	REPAIR- MOTOR REWIND / 5HP- 200HP	\$2,500- \$55,000	EA
MOTOR BEARING	REPAIR- MOTOR BEARING / 5HP-200HP	\$500- \$25,000	EA
MOTOR INSPEC	REPAIR- MOTOR INSPECTION / 5HP-200HP	\$250- \$10,000	EA
PUMP INSPEC	REPAIR- PUMP INSPECTION / 5HP-200HP	\$250-10,000	EA
PUMP REPAIR	REPAIR - PUMP REPAIR/ 5HP -200HP	\$300-200,000	EA



# City of Austin

## Purchasing Office

P.O. Box 1088, Austin, TX 78767

January 27, 2020

Pump Mechanical Technical Services LLC  
Ricardo A. Martinez Sr.  
Owner  
5185 HWY 123  
Seguin, TX 78155

Dear Martinez Sr.:

The Austin City Council approved the execution of a contract with your company for the pump station repair and preventive maintenance services.

Responsible Department:	Parks and Recreation Department
Department Contact Person:	Nick Smitham
Department Contact Email Address:	<a href="mailto:Nick.Smitham@austintexas.gov">Nick.Smitham@austintexas.gov</a>
Department Contact Telephone:	512-974-1515
Project Name:	Pump Station Repair and Preventive Maintenance
Contractor Name:	Pump Mechanical Technical Services LLC
Contract Number:	MA 8600 NS200000006
Contract Period:	01/27/2020 – 01/27/2023
Dollar Amount	NTE \$533,400
Extension Options:	Two 12-Month Options at \$177,800
Requisition Number:	RQM 8600 19073000691
Agenda Item Number:	48
Council Approval Date:	01/23/2020

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person.

Sincerely,

Jo Gutierrez  
Procurement Specialist III  
City of Austin  
Purchasing Office

**CONTRACT BETWEEN THE CITY OF AUSTIN  
AND  
Pump Mechanical Technical Services LLC  
For  
Pump Maintenance and Repair Services  
MA 8600 NS20000006**

This Contract is made by and between the City of Austin ("City"), a home-rule municipality incorporated by the State of Texas, and Pump Mechanical Technical Services LLC ("Contractor"), having offices at 5185 North TX-123 Seguin, TX 78155.

**SECTION 1. GRANT OF AUTHORITY, SERVICES AND DUTIES**

1.1 **Engagement of the Contractor.** Subject to the general supervision and control of the City and subject to the provisions of the Terms and Conditions contained herein, the Contractor is engaged to provide the services set forth in Section 2, Scope of Work.

1.2 **Responsibilities of the Contractor.** The Contractor shall provide all technical and professional expertise, knowledge, management, and other resources required for providing the commodities identified in Section 2. In the event that the need arises for the Contractor to provide deliverables beyond those stated in the Section 2, the Contractor and the City shall negotiate mutually agreeable terms and compensation for such.

1.3 **Responsibilities of the City.** The City's Contract Manager will be responsible for exercising general oversight of the Contractor's activities in delivering the commodities. Specifically, the Contract Manager will represent the City's interests in resolving day-to-day issues that may arise during the term of this Contract, shall participate regularly in conference calls or meetings for status reporting, shall promptly review any written reports submitted by the Contractor, and shall approve all invoices for payment, as appropriate. The City's Contract Manager shall give the Contractor timely feedback on the acceptability of progress.

1.4 **Designation of Key Personnel.** The Contractor's Contract Manager for this engagement shall be Ric Martinez, Phone: 512-743-7867, Email Address: Ric@pmtservice.com. The City's Contract Manager for the engagement shall be Nick Smitham, (512) 974-1515, Email Address: Nick.Smitham@austintexas.gov. The City's and the Contractor resolve to keep the same key personnel assigned to this engagement throughout its term. In the event that it becomes necessary for the Contractor to replace any key personnel, the replacement will be an individual having equivalent experience and competence in executing projects such as the one described herein. Additionally, the Contractor will promptly notify the City Contract Manager and obtain approval for the replacement. Such approval shall not be unreasonably withheld.

**SECTION 2. SCOPE OF WORK**

2.1 **Contractor's Obligations.** The Contractor shall fully and timely provide all deliverables described herein and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

2.2 **Tasks.** In order to accomplish the work described herein, the Contractor shall perform work according to Exhibit A Scope of Work.

**SECTION 3. COMPENSATION**

3.1 **Contract Amount.** The Contractor will be paid as indicated herein upon the successful completion of the Scope of Work. In consideration for the goods and services to be performed under this Contract, the Contractor shall be paid \$533,400 for the initial Contract term, \$177,800 for each extension option, for a total not-to-exceed \$889,000 for all fees and expenses.

3.2 **Invoices.**

3.2.1 The Contractor shall submit separate invoices in duplicate on each purchase order or delivery order after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.

3.2.2 **Invoices shall contain a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Contractor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice. Invoices received without all required information cannot be processed and will be

returned to the Contractor. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. Invoices shall be mailed to the below address:

	City of Austin
Department	Parks & Recreation Dept
Attn:	Account Payable
Address	200 S. Lamar Blvd.
City, State, Zip Code	Austin, TX 78701

3.2.3 Invoices for labor shall include a copy of all time-sheets with trade labor rate and deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.

3.2.4 Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.

3.2.5 Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

### 3.3 **Payment.**

3.3.1 All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the deliverables or of the invoice, whichever is later.

**3.3.2 If payment is not timely made, (per this paragraph), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**

3.3.3 The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:

3.3.3.1 delivery of defective or non-conforming deliverables by the Contractor;

3.3.3.2 third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;

3.3.3.3 failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;

3.3.3.4 damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;

3.3.3.5 reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

3.3.3.6 failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or

3.3.3.7 failure of the Contractor to comply with any material provision of the Contract Documents.

3.3.4 Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.

3.3.5 Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic transfer of funds.

3.4 **Non-Appropriation.** The awarding or continuation of this Contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any deliverables delivered but unpaid shall be returned to

the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

#### **SECTION 4. TERM AND TERMINATION**

4.1 **Term of Contract.** The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of 36 months. The Contract may be extended beyond the initial term for up to two additional 12-month periods at the City's sole option.

4.1.1 Upon expiration of the contract, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under this Contract (not exceed 120 calendar days unless mutually agreed on in writing).

4.1.1 Prices are firm for the first twelve (12) months.

4.2 **Right To Assurance.** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

4.3 **Default.** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under the "Right to Assurance paragraph herein, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by Contractor to the City.

4.4 **Termination For Cause.** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.

4.5 **Termination Without Cause.** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

4.6 **Fraud.** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

#### **SECTION 5. OTHER DELIVERABLES**

5.1 **Insurance:** The following insurance requirements apply.

5.1.1 **General Requirements.**

5.1.1.1 The Contractor shall at a minimum carry insurance in the types and amounts indicated herein for the duration of the Contract and during any warranty period.

5.1.1.2 The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to Contract execution and within fourteen (14) calendar days after written request from the City.

5.1.1.3 The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.

5.1.1.4 The Contractor shall not commence work until the required insurance is obtained and has been reviewed by City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.

5.1.1.5 The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.

5.1.1.6 The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.

5.1.1.7 All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall be mailed to the following address:

City of Austin Purchasing Office  
P. O. Box 1088  
Austin, Texas 78767

OR

[PURInsuranceCompliance@austintexas.gov](mailto:PURInsuranceCompliance@austintexas.gov)

5.1.1.8 The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.

5.1.1.9 If insurance policies are not written for amounts specified in Paragraph 5.1.2, Specific Coverage Requirements, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

5.1.1.10 The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

5.1.1.11 The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

5.1.1.12 The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

5.1.1.13 The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.



5.1.1.14 The Contractor shall endeavor to provide the City thirty (30) calendar days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.

5.1.2 **Specific Coverage Requirements.** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

5.1.2.1 **Commercial General Liability Insurance.** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries). The policy shall contain the following provisions and endorsements.

5.1.2.1.1 Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.

5.1.2.1.2 Contractor/Subcontracted Work.

5.1.2.1.3 Products/Completed Operations Liability for the duration of the warranty period.

5.1.2.1.4 Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage.

5.1.2.1.5 Thirty (30) calendar days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage.

5.1.2.1.6 The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage.

5.1.2.2 **Business Automobile Liability Insurance.** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident. The policy shall contain the following endorsements:

5.1.2.2.1 Waiver of Subrogation, Endorsement CA0444, or equivalent coverage.

5.1.2.2.2 Thirty (30) calendar days Notice of Cancellation, Endorsement CA0244, or equivalent coverage.

5.1.2.2.3 The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.

5.1.2.3 **Worker's Compensation and Employers' Liability Insurance.** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee. The policy shall contain the following provisions and endorsements:

5.1.2.3.1 The Contractor's policy shall apply to the State of Texas.

5.1.2.3.2 Waiver of Subrogation, Form WC420304, or equivalent coverage.

5.1.2.3.3 Thirty (30) calendar days Notice of Cancellation, Form WC420601, or equivalent coverage.

5.1.2.4 **Endorsements.** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

5.2 **Contractor To Package Deliverables.** The Contractor will package deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price. Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

5.3 **Shipment Under Reservation Prohibited.** The Contractor is not authorized to ship the deliverables under reservation and no tender of a bill of lading will operate as a tender of deliverables.

5.4 **Title & Risk of Loss.** Title to and risk of loss of the deliverables shall pass to the City only when the City actually receives and accepts the deliverables.

5.5 **Right Of Inspection And Rejection.** The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the deliverables at delivery before accepting them, and to reject defective or non-conforming deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.

5.6 **No Replacement Of Defective Tender.** Every tender or delivery of deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.

5.7 **Special Tools & Test Equipment.** If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

5.8 **Equal Opportunity.**

5.8.1 **Equal Employment Opportunity.** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

5.8.2 **Americans With Disabilities Act (ADA) Compliance.** No Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

5.9 **Interested Parties Disclosure.** As a condition to entering the Contract, the Business Entity constituting the Offeror must provide the following disclosure of Interested Parties to the City prior to the award of a contract with the City on Form 1295 "Certificate of Interested Parties" as prescribed by the Texas Ethics Commission for any contract award requiring council authorization. The Certificate of Interested Parties Form must be completed on the Texas Ethics Commission website, printed, and signed by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury. The City will submit the "Certificate of Interested Parties" to the Texas Ethics Commission within 30 days of receipt from the Offeror. Link to Texas Ethics Commission Form 1295 process and procedures below:

<https://www.ethics.state.tx.us/File/>



5.10 **Acceptance of Incomplete or Non-Conforming Deliverables.** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

5.11 **Delays.**

5.11.1 The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified herein. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

5.11.2 Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in Contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

5.12 **Rights to Proposal and Contractual Material.** All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.

5.13 **Publications.** All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

**SECTION 6. WARRANTIES**

6.1 **Warranty – Price.**

6.1.1 The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

6.1.2 The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

6.1.3 In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

6.2 **Warranty – Services.** The Contractor warrants and represents that all services to be provided to the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.

6.2.1 The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.

6.2.2 Unless otherwise specified in the Contract, the warranty period shall be at least one year from the acceptance date. If during the warranty period, one or more of the warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor.

The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.

6.2.3 If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

## **SECTION 7. MISCELLANEOUS**

7.1 **Place and Condition of Work.** The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the Contract. The Contractor hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

### **7.2 Workforce.**

7.2.1 The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.

7.2.2 The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property:

7.2.2.1 use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the Contract; and

7.2.2.2 use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.

7.2.3 If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

7.3 **Compliance with Health, Safety, and Environmental Regulations.** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

7.4 **Significant Event.** The Contractor shall immediately notify the City's Contract Manager of any current or prospective "significant event" on an ongoing basis. All notifications shall be submitted in writing to the Contract Manager. As used in this provision, a "significant event" is any occurrence or anticipated occurrence which might reasonably be expected to have a material effect upon the Contractor's ability to meet its contractual obligations. Significant events may include but not be limited to the following:

7.4.1 disposal of major assets;

7.4.2 any major computer software conversion, enhancement or modification to the operating systems, security systems, and application software, used in the performance of this Contract;

7.4.3 any significant termination or addition of provider contracts;

7.4.4 the Contractor's insolvency or the imposition of, or notice of the intent to impose, a receivership, conservatorship or special regulatory monitoring, or any bankruptcy proceedings, voluntary or involuntary, or reorganization proceedings;

7.4.5 strikes, slow-downs or substantial impairment of the Contractor's facilities or of other facilities used by the Contractor in the performance of this Contract;

7.4.6 reorganization, reduction and/or relocation in key personnel;

7.4.7 known or anticipated sale, merger, or acquisition;

7.4.8 known, planned or anticipated stock sales;

7.4.9 any litigation against the Contractor; or

7.4.10 significant change in market share or product focus.

## 7.5 **Audits and Records.**

7.5.1 The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

7.5.2 Records Retention:

7.5.2.1 Contractor is subject to City Code 2-11 (Records Management), and as it may subsequently be amended. For purposes of this subsection, a Record means all books, accounts, reports, files, and other data recorded or created by a Contractor in fulfillment of the Contract whether in digital or physical format, except a record specifically relating to the Contractor's internal administration.

7.5.2.2 All Records are the property of the City. The Contractor may not dispose of or destroy a Record without City authorization and shall deliver the Records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost when requested by the City

7.5.3 The Contractor shall include sections 7.5.1 and 7.5.2 above in all subcontractor agreements entered into in connection with this Contract.

7.6 **Financial Disclosures and Assurances.** The City may request and review financial information as the City requires to determine the credit worthiness of the Contractor, including but not limited to, annual reports, audited financial statements and reports, bank letters of credit or other credit instruments. Failure of the Contractor to comply with this requirement shall be grounds for terminating the Contract.

7.7 **Stop Work Notice.** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

## 7.8 **Indemnity.**

7.8.1 Definitions:

7.8.1.1 "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and

expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:

7.8.1.1.1 damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or;

7.8.1.1.2 death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),

7.8.1.2 "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

**7.8.2 THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

**7.9 Claims.** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse effect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2<sup>nd</sup> Street, 4<sup>th</sup> Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

**7.10 Notices.** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the City and the Contractor shall be addressed as follows:

To the City:

City of Austin, Purchasing Office

ATTN: Jo Gutierrez, Procurement Specialist III

P O Box 1088

Austin, TX 78767

To the Contractor:

Pump Mechanical Technical Services LLC

ATTN: Ric Martinez, Contract Manager

5185 North TX-123

Seguin, TX 78155

**7.11 Confidentiality.** In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all

circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

7.12 **Advertising.** The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.

7.13 **No Contingent Fees.** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

7.14 **Gratuities.** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

7.15 **Prohibition Against Personal Interest in Contracts.** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.

7.16 **Independent Contractor.** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.

7.17 **Assignment-Delegation.** The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.

7.18 **Waiver.** No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

7.19 **Modifications.** The Contract can be modified or amended only in writing signed by both parties. No pre-printed or similar terms on any Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

7.20 **Interpretation.** The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

7.21 **Dispute Resolution.**



7.21.1 If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

7.21.2 If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

## 7.22 **Minority And Women Owned Business Enterprise (MBE/WBE) Procurement Program.**

7.22.1 All City procurements are subject to the City's Minority-Owned and Women-Owned Business Enterprise Procurement Program found at Chapters 2-9A, 2-9B, 2-9C and 2-9D of the City Code. The Program provides Minority-Owned and Women-Owned Business Enterprises (MBEs/WBEs) full opportunity to participate in all City contracts.

7.22.2 The City of Austin has determined that no goals are appropriate for this Contract. **Even though no goals have been established for this Contract, the Contractor is required to comply with the City's MBE/WBE Procurement Program, Chapters 2-9A, 2-9B, 2-9C and 2-9D, of the City Code, as applicable, if areas of subcontracting are identified.**

7.22.3 If any service is needed to perform the Contract and the Contractor does not perform the service with its own workforce or if supplies or materials are required and the Contractor does not have the supplies or materials in its inventory, the Contractor shall contact the Department of Small and Minority Business Resources (DSMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Contractor must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract; using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

## 7.23 **Subcontractors.**

7.23.1 If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan, the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.

7.23.2 Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:

7.23.2.1 require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract.

7.23.2.2 prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;

7.23.2.3 require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;

7.23.2.4 require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and

7.23.2.5 require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.

7.23.3 The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

7.23.4 The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

7.24 **Jurisdiction And Venue.** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

7.25 **Invalidity.** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract 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 Contract from being void should a provision which is the essence of the Contract be determined to be void.

7.26 **Holidays.** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving

Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

7.27 **Survivability of Obligations.** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

7.28 **Non-Suspension or Debarment Certification.** The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

7.29 **Incorporation of Documents.** Section 0100, Standard Purchase Definitions, is hereby incorporated into this Contract by reference, with the same force and effect as if they were incorporated in full text. The full text versions of this Section are available, on the Internet at the following online address:  
[https://assets.austintexas.gov/purchase/downloads/standard\\_purchase\\_definitions.pdf](https://assets.austintexas.gov/purchase/downloads/standard_purchase_definitions.pdf)

7.30 **Order of Precedence.** The Contract includes, without limitation, the Solicitation, the Offer submitted in response to the Solicitation, the Contract award, the Standard Purchase Terms and Conditions, Supplemental Terms and Conditions if any, Specifications, and any addenda and amendments thereto. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order.

- 7.30.1 any exceptions to the Offer accepted in writing by the City;
- 7.30.2 the Supplemental Purchase Terms and Conditions;
- 7.30.3 the Standard Purchase Terms and Conditions;
- 7.30.4 the Offer and exhibits; within the Offer, drawings (figured dimensions shall govern over scaled dimensions) will take precedence over specifications or scope of work.

In witness whereof, the parties have caused duly authorized representatives to execute this Contract on the dates set forth below.

**PUMP MECHANICAL TECHNICAL SERVICES LLC**

By: Ricardo A. Martinez Sr.  
Signature

Name: Ricardo A. Martinez Sr.  
Printed Name

Title: OWNER

Date: 11-19-19

**CITY OF AUSTIN**

By: [Signature]  
Signature

Name: Jo Gutierrez  
Printed Name

Title: Procurement Spec III

Date: 11/27/20



## List of Exhibits

Exhibit A	Scope of Work
Exhibit B	Attachment 4.2 Parts Price List

# EXHIBIT A

## CITY OF AUSTIN SCOPE OF WORK PUMP STATION REPAIR AND PREVENTIVE MAINTENANCE

### **1.0 SCOPE AND CLASSIFICATION**

#### 1.1 Scope

This specification establishes the minimum requirements for the maintenance and repair of pumps for golf courses, commercial landscape, pools, ponds, water features, and water and waste water pump stations, including pumps, motors, controls, check valves, flow meters, filtration equipment and all components of electrical panels.

#### 1.2 Classification

The repair and/or replacement of pump station pumps, motors, controls, check valves, flow meters, filtration equipment and all components of the electrical panel of the City of Austin's golf course pump stations, Austin Bergstrom International Airport's pump stations and Austin Water's pressure sustaining valves and bulk fill stations

<u>Date</u>	<u>Prepared by</u>	<u>Issuance/Revision</u>	<u>Depart. Approval Using Purchasing</u>
7/22/19	Nick Smitham	Issuance	PARD-Golf

This specification, until revised or rescinded, shall apply to each future purchase and contract for the commodities described herein, including parts sales, maintenance, repair, demolition and removal of pumping equipment, and installation of new pump products.

Any services that have been omitted from this scope of work that are clearly necessary or in conformance shall be considered a requirement although not directly specific or called for in the scope of work.

### **2.0 CONTRACTOR REQUIREMENTS**

- 2.1 Have a minimum of five (5) years of continuous experience in providing pump station preventative maintenance and repair services that are similar in size and scope to the City's.
- 2.2 Contractor must have certification for each of the following pumping stations: Flowtronex, Watertronics, Rainbird and Carroll Childress. Certification must be available to the City for review upon request.
- 2.3 Contractor shall comply with all applicable Federal, State, Local and City of Austin guidelines and regulations as they relate to pump station maintenance, installation, and repair.
- 2.4 Contractor shall provide preventative maintenance to include parts, service, and repairs for all service locations in Attachment 4.1.
- 2.5 Contractor shall submit a maintenance report to the City according to the above schedule within seventy-two (72) hours following the scheduled service.
- 2.6 Contractor shall conduct repairs and provide components parts for golf course pumping stations, including, but not limited to, repairing the Flowtronex, Watertronics, Rainbird and Carroll Childress pump stations.

- 2.7 Contractor shall provide service and sales of complete pump systems & parts, including, but not limited to, motors, pumps, isolation valves, electric controls, variable frequency drives, all mechanical components, cia-valves, check valves, flow meters and filtration equipment components.
- 2.8 Contractor shall provide new installations of pump stations and demolition of existing water pumping stations for golf courses, commercial landscape, pools, ponds, water features, and water and waste water pumping stations.
- 2.9 Provide a written quote of the total cost of work within three (3) business days after the initial meeting/site visit or upon request by the Contract Manager or designee, and at no cost to the City. The quote for these services shall be in writing and shall include:
- 2.8.1 An estimate of the total cost of the entire project, including an itemized cost estimate with labor and parts based on prices established in section 3.0 and Attachment 4.2.
  - 2.8.2 A description of services to be performed.
  - 2.8.3 A recommended schedule with a proposed start and finish date/timeframe.
- 2.9 Submission of a quote shall be evidence that the Contractor is familiar with the nature and extent of the work, inspected the surrounding conditions, and understands the equipment, materials, and labor required to complete the work.
- 2.10 All quotes will be reviewed and approved by the Contract Manager or designee in writing, prior to the start of work, and, if approved, the City will issue a written notice to proceed in the form of Delivery Order (DO). The Contractor shall acknowledge receipt of the DO by sending an email or making a phone call to the Contract Manager or designee to confirm receipt.
- 2.11 Contractor shall service all electrical components and obtain and maintain the certifications to provide the service to such components. Certifications shall be available to the City for review upon request.
- 2.12 Contractor shall submit a quote with a cost estimate itemizing parts and labor and receive approval from the Contract Manager or his designee prior to commencing any work performed under this contract.
- 2.13 Contractor shall provide for all hours of service, provide crane or crane service, welding and emergency repair 24/7. Contractor shall respond to emergency service requests within twenty-four (24) hours of notification.
- 2.14 Contractor shall provide services under this contract for all pumping system locations listed in Attachment 4.1. The City reserves the right to add or remove any locations or number of pumping systems to Attachment 4.1.
- 2.15 City shall pay for parts and labor for all demolition, installation, and repair work except for preventive maintenance in Section 2.2. Parts costs shall be that listed in Attachment 4.2. Labor costs shall be that listed in Section 3.0.
- 2.16 Contractor's facility shall be located within sixty (60) miles of the Texas State Capitol.

**3.0 LABOR AND MILEAGE COSTS**

SERVICE	LABOR RATES		
	Day Rate	Night Rate After 9PM	Weekend/ Holiday Rate
1. Labor	\$105.00	\$210.00	\$210.00

**4.0 ATTACHMENTS**

4.1 Service Locations

4.2 Parts Price List

4.3 City of Austin Bergstrom International Airport Approval Drawing Rain Bird 2-15 HP Pump Station

## ATTACHMENT 4.1 – SERVICE LOCATIONS

Location	Division Contact	Facility	Location	Service Frequency
<b>Austin Nature &amp; Science Center</b>	<b>Kathy Maddox, (512) 974-3865, Kathy.Maddox@austintexas.gov</b>	3-Large Grinder Recirculating Pumps	300 Nature Center Drive, Austin, TX 78746	As needed
<b>Austin Water</b>	<b>Dan W. Pedersen, (512) 972-0074, dan.pedersen@austintexas.gov</b>	Clay/Kizer GC Pressure Sustaining Valve	5400 Jimmy Clay Dr, Austin, TX 78744	As needed
		Morris Williams GC Pressure Sustaining Valve	4307 Manor Rd, Austin, TX 78723	As needed
		Hornsby Bend Bulk Fill Station	2210 S FM 973, Austin, TX 78725	Biennial
		Walnut Creek Bulk Fill Station	7113 FM 969, Austin 78724	Biennial
		Hergotz Bulk Fill Station	6801 ½ Hergotz Ln, Austin, TX 78742	Biennial
<b>Aquatics</b>	<b>Adam Thompson, (254) 449-3357, Adam.Thompson@austintexas.gov</b>	Barton Springs Pool	2201 Barton Springs Road, Austin, TX 78746	Monthly
		Deep Eddy Pool	401 Deep Eddy Avenue, Austin, TX 78703	Monthly
<b>Aviation</b>	<b>Chris Carter, (512) 530-6352, Chris.Carter@austintexas.gov</b>	Airport Grounds	Intersection of Presidential Blvd. & 71 Frontage Road (3600 Presidential Boulevard), Austin, TX 78719	Biannual
<b>Facility Services</b>	<b>Rigoberto Alvarez, (512) 974-9538, Rigoberto.Alvarez@austintexas.gov</b>	Butler Park	1000 Barton Springs Rd, Austin, TX 78701	Annual
<b>Golf</b>	<b>Nick Smitham, (512) 974-1515, Nick.Smitham@austintexas.gov</b>	Jimmy Clay/ Roy Kizer Golf Complex	5400 Jimmy Clay Dr, Austin, TX 78744	Semi Annual
		Morris Williams Golf Course	3851 Manor Rd, Austin, TX 78723	Semi Annual
		Lions Golf Course	2901 Enfield Rd, Austin, TX 78703	Semi Annual
		Hancock Golf Course	811 E 41st St, Austin, TX 78751	Semi Annual

**ATTACHMENT 4.1 – SERVICE LOCATIONS**

<b>Location</b>	<b>Division Contact</b>	<b>Facility</b>	<b>Location</b>	<b>Service Frequency</b>
<b>Grounds Maintenance</b>	<b>Juan Bustillos, 512-974-1249, Juan.Bustillos@austintexas.gov</b>	Butler Pump House	800 Riverside Drive, Austin, TX 78704; Please contact Juan Bustillos	As needed
		Zilker Great Lawn Pump House	Stratford Drive, Austin, TX 78746; Please contact Juan Bustillos	As needed

## EXHIBIT B

<b>ATTACHMENT 4.2 PARTS PRICE LIST</b>				
<b>PUMP MECHANICAL TECHNICAL SERVICES,LLC CATALOG</b>				
<b>** PRICING SUBJECT TO CHANGE **</b>				
<b>ITEM 1. PUMPS &amp; MOTORS</b>				
<b>20% DISCOUNT OFF LIST PRICE</b>				
<b>* CUSTOM DESIGN PRICE ON REQUEST</b>				
<u>ITEM</u>	<u>DESCRIPTION</u>	<u>HP</u>	<u>EFF</u>	<u>LIST PRICE</u>
PUMP & MOTOR ASSY	HORIZONTAL PUMP, CLOSE-COUPLED ,460V,TEFC ASSEMBLY	30	PREMIUM	\$10,435.00
PUMP & MOTOR ASSY	HORIZONTAL PUMP, CLOSE-COUPLED ,460V,TEFC ASSEMBLY	40	PREMIUM	\$13,390.00
PUMP & MOTOR ASSY	HORIZONTAL PUMP, CLOSE-COUPLED ,460V,TEFC ASSEMBLY	50	PREMIUM	\$16,374.00
PUMP & MOTOR ASSY	HORIZONTAL PUMP, CLOSE-COUPLED ,460V,TEFC ASSEMBLY	60	PREMIUM	\$21,154.00
PUMP & MOTOR ASSY	HORIZONTAL PUMP, CLOSE-COUPLED ,460V,TEFC ASSEMBLY	75	PREMIUM	\$23,065.00
PUMP & MOTOR ASSY	HORIZONTAL PUMP, CLOSE-COUPLED ,460V,TEFC ASSEMBLY	100	PREMIUM	\$29,448.00
PUMP & MOTOR ASSY	* OTHER ASSEMBLY OPTIONS REQUEST FOR QUOTE	NA		RFQ
PUMP	HORIZONTAL, INDIVIDUAL			*PER ENDUSER SPECS, RFQ RFQ
PUMP	WASTE WATER , INDIVIDUAL			*PER ENDUSER SPECS, RFQ RFQ
PUMP	SELF PRIMER, INDIVIDUAL			*PER ENDUSER SPECS, RFQ RFQ
PUMP	SUBMERSIBLE, INDIVIDUAL			*PER ENDUSER SPECS, RFQ RFQ
PUMP	TRASH, INDIVIDUAL			*PER ENDUSER SPECS, RFQ RFQ
PUMP	VERTICAL TURBINE , INDIVIDUAL			
MOTOR	HORIZONTAL , 1800 RPM, 460V / 3-PH	25	PREMIUM	\$2,783.00
MOTOR	HORIZONTAL , 1800 RPM, 460V / 3-PH	30	PREMIUM	\$3,500.00
MOTOR	HORIZONTAL , 1800 RPM, 460V / 3-PH	40	PREMIUM	\$4,464.00
MOTOR	HORIZONTAL , 1800 RPM, 460V / 3-PH	50	PREMIUM	\$5,624.00
MOTOR	HORIZONTAL , 1800 RPM, 460V / 3-PH	60	PREMIUM	\$8,004.00
MOTOR	HORIZONTAL , 1800 RPM, 460V / 3-PH	75	PREMIUM	\$9,261.00
MOTOR	HORIZONTAL , 1800 RPM, 460V / 3-PH	100	PREMIUM	\$12,824.00
MOTOR	HORIZONTAL MOTOR		* OTHER OPTIONS ON REQUEST	PREMIUM RFQ

MOTOR	VERTICAL HOLLOW SHAFT, 1800RPM, 460V/3-PH	25	PREMIUM	\$6,210.00
MOTOR	VERTICAL HOLLOW SHAFT, 1800RPM, 460V/3-PH	40	PREMIUM	\$7,940.00
MOTOR	VERTICAL HOLLOW SHAFT, 1800RPM, 460V/3-PH	50	PREMIUM	\$9,050.00
MOTOR	VERTICAL HOLLOW SHAFT, 1800RPM, 460V/3-PH	60	PREMIUM	\$10,736.00
MOTOR	VERTICAL HOLLOW SHAFT, 1800RPM, 460V/3-PH	75	PREMIUM	\$12,520.00
MOTOR	VERTICAL HOLLOW SHAFT, 1800RPM, 460V/3-PH	100	PREMIUM	\$15,740.00
MOTOR	VERTICAL HOLLOW SHAFT MOTOR	*OTHER OPTIONS ON REQUEST	PREMIUM	RFQ
MOTOR	SUBMERSIBLE MOTOR	*PER ENDUSER SPECS, RFQ		RFQ
MOTOR	VERTICAL SOLID SHAFT	*PER ENDUSER SPECS, RFQ		RFQ
<b>ITEM 2. PACKAGED SYSTEMS</b>				
<b>20% DISCOUNT OFF LIST PRICE</b>				
<i>*PRICE PER INDIVIDUAL ENDUSER SPECS, CUSTOM DESIGN ON REQUEST</i>				
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>LIST PRICE</b>		
PUMP STATION	CUSTOM BOOSTER SYSTEM	*ON REQUEST, PER ENDUSER SPECS		
PUMP STATION	CUSTOM LIFT SYSTEM	*ON REQUEST, PER ENDUSER SPECS		
PUMP STATION	CUSTOM MULTI PUMP SYSTEM	*ON REQUEST, PER ENDUSER SPECS		
PUMP STATION	CUSTOM SINGLE PUMP SYSTEM	*ON REQUEST, PER ENDUSER SPECS		
PUMP STATION	CUSTOM TRANSFER SYSTEM	*ON REQUEST, PER ENDUSER SPECS		
<b>ITEM 3. PUMP &amp; MOTOR PARTS</b>				
<b>20% DISCOUNT OFF LIST PRICE</b>				
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>LIST PRICE</b>		
PARTS	BEARINGS	*PER ENDUSER SPECS, RFQ		
PARTS	BELT/ PULLY ASSEMBLY	*PER ENDUSER SPECS, RFQ		
PARTS	COLUMN PIPING	*PER ENDUSER SPECS, RFQ		
PARTS	COUPLING	*PER ENDUSER SPECS, RFQ		
PARTS	MOTOR GREASE	*PER ENDUSER SPECS, RFQ		
PARTS	IMPELLER / BOWL ASSEMBLY	*PER ENDUSER SPECS, RFQ		
PARTS	MECHANICAL SEAL ASSEMBLY	*PER ENDUSER SPECS, RFQ		
PARTS	MOTOR ADAPTOR	*PER ENDUSER SPECS, RFQ		
PARTS	MOTOR CABLE	*PER ENDUSER SPECS, RFQ		
PARTS	PACKING BOX ASSEMBLY	*PER ENDUSER SPECS, RFQ		
PARTS	PUMP HEAD	*PER ENDUSER SPECS, RFQ		



PARTS	PUMP RAIL SYSTEM	*PER ENDUSER SPECS, RFQ		
PARTS	PUMP SCREEN	*PER ENDUSER SPECS, RFQ		
PARTS	PUMP SKID	*PER ENDUSER SPECS, RFQ		
PARTS	ROTATING ASSEMBLY	*PER ENDUSER SPECS, RFQ		
PARTS	SHAFTING	*PER ENDUSER SPECS, RFQ		
PARTS	SIDER BEARING	*PER ENDUSER SPECS, RFQ		
PARTS	TURBINE OIL	*PER ENDUSER SPECS, RFQ		
PARTS	VOLUTE	*PER ENDUSER SPECS, RFQ		
<b>ITEM 4. COMMERCIAL GRINDER STATION</b>				
<b>20% DISCOUNT OFF LIST PRICE</b>				
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>LIST PRICE</b>		
PUMP STATION	CUSTOM LIFT PACKAGE	*PER ENDUSER SPECS, RFQ		
PUMP STATION	CUSTOM SELF PRIMING PACKAGE	*PER ENDUSER SPECS, RFQ		
PUMP STATION	CUSTOM SUBMERSIBLE PACKAGE	*PER ENDUSER SPECS, RFQ		
<b>ITEM 5. ALL OTHER</b>				
<b>20 % DISCOUNT OFF LIST PRICE</b>				
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>LIST PRICE</b>		
CONTROL PANEL	CUSTOM COMMUNICATION CONTROL PANEL / CELL MODEM /ETHERNET/ SCADA	*PER ENDUSER SPECS, RFQ		
CONTROL PANEL	CUSTOM COMPLETE/ PANEL/ PLC /RETROFIT ASSEMBLY	*PER ENDUSER SPECS, RFQ		
CONTROL PANEL	CUSTOM CONTROL PANEL	*PER ENDUSER SPECS, RFQ		
CONTROL PANEL	CUSTOM DOOR / PLC RETROFIT KIT	*PER ENDUSER SPECS, RFQ		
CONTROL PANEL	CUSTOM MULTI PUMP/ FIXED SPEED	*PER ENDUSER SPECS, RFQ		
CONTROL PANEL	CUSTOM MULTI PUMP/ VARIABLE SPEED	*PER ENDUSER SPECS, RFQ		
CONTROL PANEL	CUSTOM SINGLE PUMP / FIXED SPEED	*PER ENDUSER SPECS, RFQ		
CONTROL PANEL	CUSTOM SINGLE PUMP/ VARIABLE SPEED	*PER ENDUSER SPECS, RFQ		
		<b>LIST PRICE</b>		
ELECTRICAL PARTS	ANTENNA	*PER ENDUSER SPECS, RFQ		
ELECTRICAL PARTS	ARMORDED SUBMERSIBLE CABLE	*PER ENDUSER SPECS, RFQ		
ELECTRICAL PARTS	CELL MODEM	*PER ENDUSER SPECS, RFQ		
ELECTRICAL PARTS	CIRCUIT BRACKER	*PER ENDUSER SPECS, RFQ		

ELECTRICAL PARTS	COMMUNICATION HARDWARE	*PER ENDUSER SPECS, RFQ		
ELECTRICAL PARTS	CONTROL CABLE	*PER ENDUSER SPECS, RFQ		
ELECTRICAL PARTS	CP AIR CONDITIONER	*PER ENDUSER SPECS, RFQ		
ELECTRICAL PARTS	CP HEATER	*PER ENDUSER SPECS, RFQ		
ELECTRICAL PARTS	CT TRANSMITTER	*PER ENDUSER SPECS, RFQ		
ELECTRICAL PARTS	DISCONNECT SWITCH ASSEMBLY	*PER ENDUSER SPECS, RFQ		
ELECTRICAL PARTS	ENCLOSURE	*PER ENDUSER SPECS, RFQ		
ELECTRICAL PARTS	FLOAT	*PER ENDUSER SPECS, RFQ		
ELECTRICAL PARTS	FUSE BLOCK	*PER ENDUSER SPECS, RFQ		
ELECTRICAL PARTS	GENERAL CABLE	*PER ENDUSER SPECS, RFQ		
ELECTRICAL PARTS	HEAT EXCHANGER	*PER ENDUSER SPECS, RFQ		
ELECTRICAL PARTS	HEATER	*PER ENDUSER SPECS, RFQ		
ELECTRICAL PARTS	HMI	*PER ENDUSER SPECS, RFQ		
ELECTRICAL PARTS	PHASE MONITOR	*PER ENDUSER SPECS, RFQ		
ELECTRICAL PARTS	PLC	*PER ENDUSER SPECS, RFQ		
ELECTRICAL PARTS	PROBE	*PER ENDUSER SPECS, RFQ		
ELECTRICAL PARTS	RADIO	*PER ENDUSER SPECS, RFQ		
ELECTRICAL PARTS	RELAY	*PER ENDUSER SPECS, RFQ		
ELECTRICAL PARTS	SHIELDED CABLE/ MULTI CONDUCTOR	*PER ENDUSER SPECS, RFQ		
ELECTRICAL PARTS	SIGNAL LIGHT	*PER ENDUSER SPECS, RFQ		
ELECTRICAL PARTS	SUBMERSIBLE ROUND CABLE	*PER ENDUSER SPECS, RFQ		
ELECTRICAL PARTS	SURGE PROTECTOR	*PER ENDUSER SPECS, RFQ		
ELECTRICAL PARTS	SWITCH	*PER ENDUSER SPECS, RFQ		
ELECTRICAL PARTS	TRANSDUCER	*PER ENDUSER SPECS, RFQ		
FILTER ASSEMBLY	4", AUTO CLEANING FILTER ASSEMBLY	\$12,800.00		
FILTER ASSEMBLY	6", AUTO CLEANING FILTER ASSEMBLY	\$29,792.00		
FILTER ASSEMBLY	8", AUTO CLEANING FILTER ASSEMBLY	\$33,000.00		
FILTER ASSEMBLY	10", AUTO CLEANING FILTER ASSEMBLY	\$35,666.00		
FILTER ASSEMBLY	* ALL OTHER SIZING & COMBINATIONS REQUEST FOR QUOTE.	*PER ENDUSER SPECS, RFQ		
FILTRATION PARTS	BACK WASH VALVE	*PER ENDUSER SPECS, RFQ		
FILTRATION PARTS	BOX SCREEN	*PER ENDUSER SPECS, RFQ		
FILTRATION PARTS	FILTER SYSTEM SKID	*PER ENDUSER SPECS, RFQ		
FILTRATION PARTS	LID SEALS	*PER ENDUSER SPECS, RFQ		
FILTRATION PARTS	O-RING / SEAL	*PER ENDUSER SPECS, RFQ		
FILTRATION PARTS	SCANNER DRIVE ASSEMBLY	*PER ENDUSER SPECS, RFQ		
FILTRATION PARTS	SELF CLEANING FILTER SYSTEM	*PER ENDUSER SPECS, RFQ		
FILTRATION PARTS	SELF CLEANING SCREEN	*PER ENDUSER SPECS, RFQ		

FILTRATION PARTS	SIMPLE FILTER	*PER ENDUSER SPECS, RFQ		
FILTRATION PARTS	SUCTION SCANNER	*PER ENDUSER SPECS, RFQ		
FILTRATION PARTS	SUCTION STRAINER	*PER ENDUSER SPECS, RFQ		
FILTRATION PARTS	TRANSMISSION / GEAR BOX	*PER ENDUSER SPECS, RFQ		
FILTRATION PARTS	WYE STRAINER	*PER ENDUSER SPECS, RFQ		
MAGNETIC METER	2", FLANGE X FLANGE METER W/CONTROL HEAD	\$6,440.00		
MAGNETIC METER	4", FLANGE X FLANGE METER W/CONTROL HEAD	\$6,612.00		
MAGNETIC METER	6", FLANGE X FLANGE METER W/CONTROL HEAD	\$7,844.00		
MAGNETIC METER	8", FLANGE X FLANGE METER W/CONTROL HEAD	\$8,870.00		
MAGNETIC METER	10", FLANGE X FLANGE METER W/CONTROL HEAD	\$11,280.00		
MAGNETIC METER	*ALL OTHER SIZES ON REQUEST	RFQ		
FUSE	6,8,10 AMP, FAST ACTING FUSE,VSD	\$28.50		
FUSE	15AMP, FAST ACTING FUSE, VSD	\$29.75		
FUSE	50AMP, FAST ACTING FUSE,VSD	\$43.36		
FUSE	80AMP,FAST ACTING FUSE,VSD	\$72.29		
FUSE	100AMP, FAST ACTING FUSE,VSD	\$72.29		
FUSE	150AMP, FAST ACTING FUSE, VSD	\$90.84		
FUSE	200AMP, FAST ACTING FUSE, VSD	\$90.84		
FUSE	250AMP, FAST ACTING FUSE, VSD	\$208.82		
FUSE	* ALL OTHER FUSES/AMPS ON REQUEST	RFQ		
MISC HARDWARE	AERATOR PUMP	*PER ENDUSER SPECS, RFQ		
MISC HARDWARE	DRAINAGE PUMP	*PER ENDUSER SPECS, RFQ		
MISC HARDWARE	FERTIGATION / CHEMIGATION PUMP	*PER ENDUSER SPECS, RFQ		
MISC HARDWARE	FITTINGS	*PER ENDUSER SPECS, RFQ		
MISC HARDWARE	GASKETS	*PER ENDUSER SPECS, RFQ		
MISC HARDWARE	PIPING	*PER ENDUSER SPECS, RFQ		
CONTACTOR	1EC, 9A,110V 50HZ/120V 60HZ	\$81.82		
CONTACTOR	1EC, 23A,110V 50HZ/120V 60HZ	\$131.54		
CONTACTOR	1EC, 43A,110V 50HZ/120V 60HZ	\$209.35		
CONTACTOR	1EC, 60A,110V 50HZ/120V 60HZ	\$208.54		
CONTACTOR	1EC, 85A,110V 50HZ/120V 60HZ	\$357.72		
CONTACTOR	1EC, 115A,110V 50HZ/120V 60HZ	\$639.27		
CONTACTOR	* ALL OTHER OPTIONS ON REQUEST	RFQ		
OVERLOAD	1.0-5.0A/ 3PH	\$140.38		

OVERLOAD	5.4-27A/3 PH	\$149.19		
OVERLOAD	9-45A/ 3 PH	\$170.85		
OVERLOAD	18-90A/ 3 PH	\$193.31		
OVERLOAD	40-200A / 3PH	\$717.86		
OVERLOAD	60-300A/ 3PH	\$1,493.83		
OVERLOAD	* ALL OTHER OPTIONS ON REQUEST	RFQ		
INTERLOCK STARTER SET	5HP, ASSEMBLY	\$444.00		
INTERLOCK STARTER SET	25PH, ASSEMBLY	\$815.00		
INTERLOCK STARTER SET	40HP, ASSEMBLY	\$1,022.00		
INTERLOCK STARTER SET	50HP, ASSEMBLY	\$1,152.00		
INTERLOCK STARTER SET	60HP, ASSEMBLY	\$1,364.00		
INTERLOCK STARTER SET	75HP, ASSEMBLY	\$2,258.00		
INTERLOCK STARTER SET	100HP,ASSEMBLY	\$3,952.00		
INTERLOCK STARTER SET	*ALL OTHER HP ON REQUEST	RFQ		
CHECK VALVE	2" , SINGLE WAFER	\$253.89		
CHECK VALVE	4" , SINGLE WAFER	\$382.58		
CHECK VALVE	6" , SINGLE WAFER	\$702.00		
CHECK VALVE	8" , SINGLE WAFER	\$1,258.92		
CHECK VALVE	10" , SINGLE WAFER	\$2,059.20		
CHECK VALVE	*OTHER OPTIONS ON REQUEST	RFQ		
BUTTERFLY VALVE	2", LUG , 200PSI	\$333.45		
BUTTERFLY VALVE	4", LUG, 200PSI	\$491.40		
BUTTERFLY VALVE	6" LUG, 200PSI	\$582.66		
BUTTERFLY VALVE	8", LUG, 200PSI	\$1,023.75		
BUTTERFLY VALVE	12", LUG , 200PSI	\$1,643.85		
BUTTERFLY VALVE	* OTHER OPTIONS ON REQUEST	RFQ		
FOOT VALVE	2", BRONZE TRIM	\$1,127.35		
FOOT VALVE	4", BRONZE TRIM	\$1,339.66		
FOOT VALVE	6", BRONZE TRIM	\$2,064.56		
FOOT VALVE	8", BRONZE TRIM	\$3,046.86		
FOOT VALVE	10", BRONZE TRIM	\$4,182.75		
FOOT VALVE	* OTHER OPTIONS ON REQUEST	RFQ		
CHECK VALVE,VFD	2", SINGLE WAFER, VFD	\$320.69		
CHECK VALVE,VFD	4", SINGLE WAFER, VFD	\$449.62		

CHECK VALVE,VFD	6", SINGLE WAFER, VFD	\$839.36		
CHECK VALVE,VFD	8", SINGLE WAFER, VFD	\$1,459.31		
CHECK VALVE,VFD	10", SINGLE WAFER, VFD	\$2,359.47		
CHECK VALVE,VFD	* OTHER OPTIONS ON REQUEST	RFQ		
VALVE PARTS	AIR RELEASE	*PER ENDUSER SPECS, RFQ		
VALVE PARTS	ELECTRIC VALVE	*PER ENDUSER SPECS, RFQ		
VALVE PARTS	ISO VALVE( GROOVED, LUGGED, FLANGED,BALL)	*PER ENDUSER SPECS, RFQ		
VALVE PARTS	PRESSURE REDUCING VALVE	*PER ENDUSER SPECS, RFQ		
VALVE PARTS	PRESSURE SUBSTAINING VALVE	*PER ENDUSER SPECS, RFQ		
VALVE PARTS	RELIEF VALVE	*PER ENDUSER SPECS, RFQ		
VALVE PARTS	VALVE DIAPHRAGM	*PER ENDUSER SPECS, RFQ		
VALVE PARTS	VALVE PILOT	*PER ENDUSER SPECS, RFQ		
VALVE PARTS	VALVE REBUILD KIT	*PER ENDUSER SPECS, RFQ		
VALVE PARTS	VALVE TRIM KIT	*PER ENDUSER SPECS, RFQ		
VSD/VFD	5HP, VARIABLE SPEED DRIVE, 460/3PH	\$1,562.00		
VSD/VFD	15HP, VARIABLE SPEED DRIVE, 460/3PH	\$2,336.00		
VSD/VFD	20HP, VARIABLE SPEED DRIVE, 460/3PH	\$2,831.00		
VSD/VFD	25HP, VARIABLE SPEED DRIVE, 460/3PH	\$3,346.00		
VSD/VFD	30HP,VARIABLE SPEED DRIVE, 460V/3PH	\$3,832.00		
VSD/VFD	40HP, VARIABLE SPEED DRIVE, 460V/3PH	\$4,600.00		
VSD/VFD	50HP, VARIABLE SPEED DRIVE, 460V/3PH	\$5,507.00		
VSD/VFD	60HP, VARIABLE SPEED DRIVE, 460V/3PH	\$6,515.00		
VSD/VFD	75HP, VARIABLE SPEED DRIVE, 460V/3PH	\$7,454.00		
VSD/VFD	100HP, VARIABLE SPEED DRIVE, 460V/3PH	\$9,114.00		
VSD/VFD	125HP, VARIABLE SPEED DRIVE, 460V/3PH	\$11,050.00		
VSD/VFD	150HP, VARIABLE SPEED DRIVE, 460V/3PH	\$13,000.00		
VSD/VFD	* OTHER OPTIONS ON REQUEST	RFQ		
PM SERVICE	PREVENTATIVE MAINTENECE SERVICE	RFQ		
DIVE SERVICE	DIVE SERVICE	RFQ		
CRANE SERVICE	CRANE SERVICE	RFQ		

**City of Austin, Texas**  
**NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION**

**City of Austin, Texas**  
**Equal Employment/Fair Housing Office**

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

**City of Austin**  
**Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy**

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.



The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

**Sanctions:**

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

**Term:**

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 5 day of August, 2019

CONTRACTOR PMTS, LLC  
Authorized Signature Deborah M. Smith  
Title Owner

**City of Austin, Texas**  
**NON-SUSPENSION OR DEBARMENT CERTIFICATION**  
**SOLICITATION NO.**

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of \$25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

Contractor's Name: Pump Mechanical Technical Services LLC

Signature of Officer  
or Authorized  
Representative:

Ricardo A. Martinez Sr. Date: 8-5-19

Printed Name:

Ricardo A. Martinez

Title

OWNER



**City of Austin, Texas  
NONRESIDENT BIDDER PROVISIONS  
SOLICITATION NO.**

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "Non-resident Bidder"?

Answer: resident bidder

- (1) Texas Resident Bidder – A Bidder whose principal place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
- (2) Nonresident Bidder – A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state.

Answer: \_\_\_\_\_ Which State: \_\_\_\_\_

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: \_\_\_\_\_

Bidder's Name: Pump Mechanical Technical Services LLC

Signature of Officer or  
Authorized  
Representative:

Ricardo A. Martienz Sr.

Date: 8-5-19

Printed Name: Ricardo Martienz Sr

Title: owner