



Amendment No. 5
of
Contract No. NA150000134
for
Pump Maintenance and Repair Services
between
Pump Mechanical Technical Services
and the
City of Austin

1.0 The City hereby exercises a hold over provision of the above referenced contract effective January 3, 2020 to March 3, 2020.

2.0 The total contract amount is unchanged for this hold over period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term 09/04/2015 – 09/03/16	\$57,000.00	\$57,000.00
Amendment No. 1: Option 1 09/04/2016 – 09/03/17	\$57,000.00	\$114,000.00
Amendment No. 2: Option 2 09/04/2017 – 09/03/18	\$57,000.00	\$171,000.00
Amendment No. 3: Option 3 09/04/2018 – 09/03/19	\$57,000.00	\$228,000.00
Amendment No. 4: 120 Day Holdover 09/04/19 – 01/02/2020	\$0.00	\$228,000.00.
Amendment No. 5: 60 Day Holdover 01/03/2020 – 03/03/2020	\$0.00	\$228,000.00

3.0 MBE/WBE goals were not established for this contract.

4.0 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 (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas or the City of Austin.

5.0 All other terms and conditions remain the same.

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

Signature and Date: Ricardo Martinez Sr.
Ricardo Martinez Sr. - Owner
Pump Mechanical Technical Services, LLC
1166 Pieper Rd
New Braunfels, TX 78130
Angie Martinez
angie@pmtservice.com

Signature and Date: Jo Gutierrez 11-20-19
Jo Gutierrez, Procurement Specialist III
City of Austin
Purchasing Office



Amendment No. 4
of
Contract No. NA150000134
for
Pump Maintenance and Repair Services
between
Pump Mechanical Technical Services
and the
City of Austin

- 1.0 The City hereby exercises the holdover provision of the above referenced contract for a period of 120 days in accordance with the holdover language in the "Term of Contract" provision which reads as follows:

"Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing)."

- 2.0 Effective August 20, 2019, the term for the holdover will be September 04, 2019 to January 02, 2020.

- 3.0 The total contract amount is increased by \$0.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term 09/04/2015 – 09/03/16	\$57,000.00	\$57,000.00
Amendment No. 1: Option 1 09/04/2016 – 09/03/17	\$57,000.00	\$114,000.00
Amendment No. 2: Option 2 09/04/2017 – 09/03/18	\$57,000.00	\$171,000.00
Amendment No. 3: Option 3 09/04/2018 – 09/03/19	\$57,000.00	\$228,000.00
Amendment No. 4: 120 Day Holdover 09/04/19 – 01/02/2020	\$0.00	\$228,000.00

- 4.0 MBE/WBE goals were not established for this contract.
- 5.0 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 (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 6.0 All other terms and conditions remain the same.

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

Signature and Date: Ricardo A. Martinez Sr. 8-20-19
Printed Name: Ricardo A. Martinez Sr.
Authorized Representative owner

Signature and Date: Jo Gutierrez 8/20/19
Jo Gutierrez, Procurement Specialist III
City of Austin
Purchasing Office

Pump Mechanical Technical Services, LLC
1166 Pieper Rd
New Braunfels, TX 78130
Angie Martinez
angie@pmtservice.com



Amendment No. 3
of
Contract No. NA150000134
for
Pump Maintenance and Repair Services
between
Pump Mechanical Technical Services
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective September 4, 2018 to September 3, 2019. No options remain.
- 2.0 The total contract amount is increased by \$57,000.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term 09/04/2015 – 09/03/16	\$57,000.00	\$57,000.00
Amendment No. 1: Option 1 09/04/2016 – 09/03/17	\$57,000.00	\$114,000.00
Amendment No. 2: Option 2 09/04/2017 – 09/03/18	\$57,000.00	\$171,000.00
Amendment No. 3: Option 3 09/04/2018 – 09/03/19	\$57,000.00	\$228,000.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 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 (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

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

Signature and Date: 8-3-18

Printed Name: Ricardo Martinez Jr.
Authorized Representative

Pump Mechanical Technical Services, LLC
1166 Pieper Rd
New Braunfels, TX 78130
Angie Martinez
angie@pmtservice.com

Signature and Date: Beatrice Washington

Beatrice Washington, Contract Management Specialist III
City of Austin
Purchasing Office



Amendment No. 2
of
Contract No. NA150000134
for
Pump Maintenance and Repair Services
between
Pump Mechanical Technical Services
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective September 4, 2017 to September 3, 2018. One option remains.
- 2.0 The total contract amount is increased by \$57,000.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term 09/04/2015 – 09/03/16	\$57,000.00	\$57,000.00
Amendment No. 1: Option 1 09/04/2016 – 09/03/17	\$57,000.00	\$114,000.00
Amendment No. 2: Option 2 09/04/2017 – 09/03/18	\$57,000.00	\$171,000.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 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 (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

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

Signature and Date: Angie Martinez
Printed Name:
Authorized Representative

Pump Mechanical Technical Services, LLC
1166 Pieper Rd
New Braunfels, TX 78130
Angie Martinez
angie@pmtservice.com

Signature and Date: Linell Goodin-Brown
Linell Goodin-Brown
Contract Management Supervisor II
City of Austin
Purchasing Office

8-23-17



Amendment No. 1
of
Contract No. NA150000134
for
Pump Maintenance and Repair Services
between
Pump Mechanical Technical Services
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective September 4, 2016 to September 3, 2017. Two options remain.
- 2.0 The total contract amount is increased by \$57,000.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term 09/04/2015 – 09/03/16	\$57,000.00	\$57,000.00
Amendment No. 1: Option 1 09/04/2016 – 09/03/17	\$57,000.00	\$114,000.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 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 (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

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

Signature and Date:

Printed Name: Angela Martinez
Authorized Representative

Pump Mechanical Technical Services, LLC
1166 Pieper Rd
New Braunfels, TX 78130

Signature and Date:

Linell Goodin-Brown
Linell Goodin-Brown, Contract Compliance Supervisor
City of Austin
Purchasing Office

8-31-16

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
AND
Pump Mechanical Technical Services ("Contractor")
for
Pump Maintenance and Repair Services
MA 8600 NA150000134**

The City accepts the Contractor's Offer (as referenced in Section 1.1.4 below) for the above requirement and enters into the following Contract.

This Contract is between Pump Mechanical Technical Services having offices at 1166 Pieper Rd., New Braunfels, TX 78130 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("Effective Date").

1.1 This Contract is composed of the following documents:

- 1.1.1 This Contract
- 1.1.2 The City's Standard Purchase Terms & Conditions, (Section 0300) incorporated by reference with the same force and effect as if they were incorporated by full text (The full text version of this Section is available, on the Internet at the following online address: <http://www.austintexas.gov/sites/default/files/files/Finance/Purchasing/standard-purchase-terms-conditions.pdf>.)
- 1.1.3 Exhibit A, Supplemental Purchasing Provisions, (Section 0400)
- 1.1.4 Exhibit B, Specification, (Section 0500)
- 1.1.5 Exhibit C, Non-Discrimination Certification, (Section 0800)
- 1.1.6 Exhibit D, Non-Suspension or Debarment Certification, (Section 0805)
- 1.1.7 Exhibit E, Pump Mechanical Technical Services Price Sheet, dated 9/3/2015

1.2 Order of Precedence. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 This Contract
- 1.2.2 The City's Standard Purchase Terms & Conditions, (Section 0300) as referenced in Section 1.1.2
- 1.2.3 Supplemental Purchasing Provisions, (Section 0400) as referenced in Section 1.1.3
- 1.2.4 Specification, (Section 0500) as referenced in Section 1.1.4
- 1.2.5 Non-Discrimination Certification, (Section 0800) as referenced in Section 1.1.5
- 1.2.6 Non-Suspension or Debarment Certification, (Section 0805) as reference in Section 1.1.6
- 1.2.7 Pump Mechanical Technical Services Price Sheet, dated 9/3/2015

1.3 Compensation. The Contractor shall be paid a total amount not to exceed \$57,000.00. Payment shall be made, as indicated in the Standard Terms and Conditions, after acceptance of the services.

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

PUMP MECHANICAL TECHNICAL SERVICES

CITY OF AUSTIN

Ricardo Martinez SR
Printed Name of Authorized Person

Ricardo Martinez SR
Signature

Owner/GM
Title:

9-9-15
Date:

Terry V. Nicholson
Printed Name of Authorized Person

[Signature]
Signature

Senior Buyer Specialist
Title:

9/9/15
Date:

- | | |
|-----------|--|
| Exhibit A | Supplemental Purchasing Provisions, (Section 0400) |
| Exhibit B | Specification, (Section 0500) |
| Exhibit C | Non-Discrimination Certification, (Section 0800) |
| Exhibit D | Non-Suspension or Debarment Certification, (Section 0805) |
| Exhibit E | Pump Mechanical Technical Services, Price Sheet dated 9/3/2015 |



Financial and Administrative Service Department
Purchasing Office
124 W. 8th St., Austin, Texas, 78701

September 3, 2015

Pump Mechanical Technical Services
Attn: Ric Martinez
1166 Pieper Rd.
New Braunfels, TX 78130

Dear Ric:

The Austin City Council approved the execution of a contract with your company for Pump Maintenance and Repair Services in accordance with the referenced solicitation.

Responsible Department:	PARD
Department Contact Person:	Nick Smitham
Department Contact Email Address:	Nick.Smitham@austintexas.gov
Department Contact Telephone:	512-447-2616
Project Name:	n/a
Contractor Name:	Pump Mechanical Technical Services
Contract Number:	NA150000134
Contract Period:	9/4/2015 - 9/3/2016
Dollar Amount	\$57,000.00
Extension Options:	Three 12-month extension options @ \$57,000.00 ea.
Requisition Number:	RQS 8600 15072800857
Solicitation Number:	n/a
Agenda Item Number:	n/a
Council Approval Date:	n/a

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact Nick Smitham, Contract Manager at 512-477-2616.

Sincerely,

Terry Nicholson
Senior Buyer Specialist
Purchasing Office
Financial and Administrative Service Department

cc: N. Smitham, PARD
B. Tyler, PARD
K. Gomillion, PARD
M. Walker, PARD

**ATTACHMENT A
CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

1. **INSURANCE:** Insurance is required for this solicitation.

A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. 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 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the 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.
- iii. 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.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

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

B. **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.

- i. **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.

- (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:

- (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
- (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage

- ii. **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 Injury).

- (1) The policy shall contain the following provisions:

- (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
- (b) Contractor/Subcontracted Work.
- (c) Products/Completed Operations Liability for the duration of the warranty period.
- (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.

- (2) The policy shall also include these endorsements in favor of the City of Austin:

- (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
- (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
- (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage

- iii. **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.

**ATTACHMENT A
CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

- (1) The policy shall include these endorsements in favor of the City of Austin:
- (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
- C. **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.
2. **TERM OF CONTRACT:**
- A. The Contract shall be in effect for an initial term of 12-months and may be extended thereafter for up to three additional 12-month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.
 - B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
 - C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
3. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.
4. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)

- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

	City of Austin
Department	Parks and Recreation
Attn:	Michelle Walker
Address	200 S. Lamar Blvd.
City, State Zip Code	Austin, TX 78704

- B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

**ATTACHMENT A
CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

5. HAZARDOUS MATERIALS:

- A. If this Solicitation involves hazardous materials, the Offeror shall furnish with the Offer Material Safety Data Sheets (MSDS), (OSHA Form 20), on all chemicals and hazardous materials specifying the generic and trade name of product, product specification, and full hazard information including receiving and storage hazards. Instructions, special equipment needed for handling, information on approved containers, and instructions for the disposal of the material are also required.
- B. Failure to submit the MSDS as part of the Offer may subject the Offer to disqualification from consideration for award.
- C. The MSDS, instructions and information required in paragraph "A" must be included with each shipment under the contract.

6. CONTRACT MANAGER: The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Nick Smitham

Phone: 512-447-2616

Email: Nick.Smitham@austintexas.gov

**ATTACHMENT B
CITY OF AUSTIN
PURCHASING OFFICE**

**PURCHASE SPECIFICATION
FOR**

Golf Division: Golf Course's 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 to golf course pump stations, including pumps, motors, controls, check valves, flow meters, filtration equipment and all components of electrical panels. This specification includes sections on Scope and Classification, Applicable Specifications, Functional Requirements, Material Requirements, Sample, Inspection and Test Requirements, and other Requirements.

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.

<u>Date</u>	<u>Prepared by</u>	<u>Issuance/Revision</u>	<u>Depart. Approval Using Purchasing</u>
08/10/2015	Nick Smitham	Issuance	PARD - Golf

This specification, until revised or rescinded, shall apply to each future purchase and contract for the commodity described herein. Retain for future reference

2.0 APPLICABLE SPECIFICATIONS

- 2.1 Provide preventative maintenance, repairs and sales of components of golf course pumping stations; including, but not limited to repairing the Flowtronex, Watertronics, Rainbird and Carroll Childress pump stations.
- 2.2 Vendor must have certification for each of the following pumping stations: Flowtronex, Watertronics, Rainbird and Carroll Childress.

3.0 FUNCTIONAL REQUIREMENTS

- 3.1 Contractor shall provide new installations of pump stations, demolition of existing water pumping stations for golf courses, commercial landscape & waste water pumping stations.
- 3.2 Contractor shall provide service, sales of complete pump systems & parts, including but not limited to motors, pumps, isolation valves, electric controls, variable frequency drives, all mechanical components, cla-valves, check valves, flow meters and filtration equipment components.
- 3.3 Contractor shall service all electrical components and obtain and maintain the certifications to provide the service to such components.
- 3.4 Contractor shall provide for all hours of service, provide crane or crane service, welding and emergency repairs 24/7.

ATTACHMENT C
City of Austin, Texas
Section 0800
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION

City of Austin, Texas
Human Rights Commission

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. 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 and agrees:

- (B) (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. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER 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, veteran status, 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 OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Bid and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination 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.

ATTACHMENT C

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 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 A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 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.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, 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 Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 9th day of Sept., 2015

CONTRACTOR

Authorized
Signature

Title

PMT Service LLC

Ric Mtz Sr.

Owner / GM

ATTACHMENT D
City of Austin, Texas
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. 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 Sr.

Date: 9-9-15

Printed Name:

Ricardo Martinez Sr.

Title

Owner / GM



City of Austin FSD Purchasing Office

Certificate of Exemption

DATE: 04/24/2015

DEPT: PARD - Golf

TO: Purchasing Officer or Designee

FROM: Mike Branski

BUYER: Terry Nicholson

PHONE: (512) 447-2616

Chapter 252 of the Local Government Code requires that municipalities comply with the procedures established for competitive sealed bids or proposals before entering into a contract requiring an expenditure of \$50,000 or more, unless the expenditure falls within an exemption listed in Section 252.022.

Senate Bill 7 amended Chapter 252 of the Local Government Code to exempt from the requirements of such Chapter expenditures made by a municipally owned electric utility for any purchases made by the municipally owned electric utility in accordance with procurement procedures adopted by a resolution of its governing body that sets out the public purpose to be achieved by those procedures. The Austin City Council has adopted Resolution No. 040610-02 to establish circumstances which could give rise to a finding of critical business need for Austin Energy.

This Certification of Exemption is executed and filed with the Purchasing Office as follows:

1. The undersigned is authorized to submit this certification.
2. The undersigned certifies that the following exemption is applicable to this purchase. (Please check which exemption you are certifying)

- ☐ a procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of the municipality
- ☐ a procurement necessary to preserve or protect the public health or safety of municipality's residents
- ☐ a procurement necessary because of unforeseen damage to public machinery, equipment, or other property
- ☐ a procurement for personal, professional, or planning services
- ☐ a procurement for work that is performed and paid for by the day as the work progresses
- ☐ a purchase of land or right-of-way
- ☒ a procurement of items available from only one source, including: items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies; films, manuscripts, or books; gas, water, and other utility services; captive replacement parts or components for

equipment; books, papers, and other library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials; and management services provided by a nonprofit organization to a municipal museum, park, zoo, or other facility to which the organization has provided significant financial or other benefits

- ☐ a purchase of rare books, papers, and other library materials for a public library
- ☐ paving, drainage, street widening and other public improvements, or related matters, if at least one-third of the cost is to be paid by or through special assessments levied on property that will benefit from the improvements
- ☐ a public improvement project, already in progress, authorized by voters of the municipality, for which there is a deficiency of funds for completing the project in accordance with the plans and purposes as authorized by the voters

- ☐ a payment under a contract by which a developer participates in the construction of a public improvement as provided by Subchapter C, Chapter 212
- ☐ personal property sold: at an auction by a state licensed auctioneer; at a going out of business sale held in compliance with Subchapter F, Chapter 17, Business & Commerce Code; by a political subdivision of this state, a state agency of this state, or an entity of the federal government; or under an interlocal contract for cooperative purchasing administered by a regional planning commission established under Chapter 391
- ☐ services performed by blind or severely disabled persons
- ☐ goods purchased by a municipality for subsequent retail sale by the municipality
- ☐ electricity
- ☐ advertising, other than legal notices
- ☐ Critical Business Need (Austin Energy Only)

3. The following facts as detailed below support an exemption according to Section 252.022 of the Local Government Code for this purchase. Please verify the steps taken to confirm these facts. If you are citing the following exemptions, please provide the additional information requested below. A more detailed explanation of these exemptions is attached.

- **Preserve and Protect the Public Health and Safety** – Describe how this purchase will preserve and protect the public safety of residents.
- **Sole Source** – Describe what patents, copyrights, secret processes, or natural monopolies exist. Attach a letter from vendor supporting the sole source. The letter must be on company letterhead and be signed by an authorized person in company management.
- **Personal Services** – Describe those services to be performed personally by the individual contracted to perform them.
- **Professional Services** – Describe what mainly mental or intellectual rather than physical or manual and/or disciplines requiring special knowledge or attainment and a high order of learning, skill, and intelligence are required to perform this service.
- **Planning Services** – Describe the services primarily intended to guide governmental policy to ensure the orderly and coordinated development of the state or of municipal, county, metropolitan, or regional land areas.
- **Critical Business Need** – Describe the procurement necessary to protect the competitive interests or position of Austin Energy.

This is for an emergency purchase of a new pump motor that was damaged during the April 18th lighting storm. The motor took a power surge and was damaged beyond repair. With out this motor we have no way to fill our irrigation lake to water the golf course.

4. Please attach any documentation that supports this exemption.
5. Please provide any evaluation conducted to support the recommendation. Include the efforts taken to ensure the selected vendor is responsible and will provide the best value to the City (Ex: evaluation of other firms, knowledge of market, etc).

PMT is the authorized service provider for Flowtronex pumping systems. Sole source letter attached. We need to have this performed immediately before summer gets hotter and pump fail and have to be replaced

6. Because the above facts and documentation support the requested exemption, the City of Austin intends to contract with Pump Mechanical Technical Services which will cost approximately \$ 7,990.97 (Provide estimate and/or breakdown of cost).

Recommended
Certification

[Signature] 4-24-15
Originator Date

Approved
Certification

[Signature] 4/24/15
Department Director or designee Date

Assistant City Manager / General Manager Date
or designee (if applicable)

Purchasing Review
(if applicable)

[Signature] 5/14/15 [Signature]
Buyer Date Manager Initials

Exemption Authorized
(if applicable)

Purchasing Officer or designee Date

02/26/2013

PUMP MECHANICAL TECHNICAL SERVICES, LLC

City of Austin Preferred Customer Pricing

20% DISCOUNT OFF LIST PRICES

***PRICING SUBJECT TO CHANGE PER MANUFACTURE(S)**

<u>VFD</u>		<u>LIST</u>
<u>HP</u>	<u>DESCRIPTION</u>	<u>PRICE</u>
25	VARIABLE SPEED DRIVE - 460V/3-PH	\$3,410.00
40	VARIABLE SPEED DRIVE - 460V/3-PH	\$3,890.82
50	VARIABLE SPEED DRIVE - 460V/3-PH	\$4,713.90
60	VARIABLE SPEED DRIVE - 460V/3-PH	\$5,531.28
75	VARIABLE SPEED DRIVE - 460V/3-PH	\$6,572.10
100	VARIABLE SPEED DRIVE - 460V/3-PH	\$7,904.76

***OTHER SIZING AND VOLTAGE ON REQUEST**

<u>VERTICAL TURBINE PUMPS</u>		<u>LIST</u>
<u>HP</u>	<u>DESCRIPTION</u>	<u>PRICE</u>
25	VT PUMP - STD. / UP TO 5 STAGE	\$13,886.92
40	VT PUMP - STD. / UP TO 5 STAGE	\$14,566.46
50	VT PUMP - STD. / UP TO 5 STAGE	\$12,963.66
60	VT PUMP - STD. / UP TO 5 STAGE	\$13,415.84
75	VT PUMP - STD. / UP TO 5 STAGE	\$15,436.54
100	VT PUMP - STD. / UP TO 5 STAGE	\$16,864.72

*** CUSTOM DESIGN PRICE ON REQUEST**

<u>HORIZONTAL PUMPS</u>		<u>LIST</u>
<u>HP</u>	<u>DESCRIPTION</u>	<u>PRICE</u>
25	CLOSE-COUPLED PUMPS	\$6,485.00
30	CLOSE-COUPLED PUMPS	\$8,190.00
40	CLOSE-COUPLED PUMPS	\$9,106.00
50	CLOSE-COUPLED PUMPS	\$11,135.00
60	CLOSE-COUPLED PUMPS	\$14,685.00
75	CLOSE-COUPLED PUMPS	\$15,685.00
100	CLOSE-COUPLED PUMPS	\$20,026.00

*** CUSTOM DESIGN PRICE ON REQUEST**

<u>STD EFF VHS MOTORS</u>		<u>LIST</u>
<u>HP</u>	<u>DESCRIPTION</u>	<u>PRICE</u>
25	VHS MOTOR 460V/3-PH	\$3,789.68
40	VHS MOTOR 460V/3-PH	\$4,948.42
50	VHS MOTOR 460V/3-PH	\$5,871.82
60	VHS MOTOR 460V/3-PH	\$6,780.32
75	VHS MOTOR 460V/3-PH	\$10,177.92

100	VHS MOTOR 460V/3-PH	\$10,428.40
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* PREMIUM EFF REQUEST FOR PRICE

STARTERS		LIST
HP	DESCRIPTION	PRICE
5	MOTOR STARTER ASSEMBLY	\$378.00
25	MOTOR STARTER ASSEMBLY	\$693.00
40	MOTOR STARTER ASSEMBLY	\$869.00
50	MOTOR STARTER ASSEMBLY	\$980.00
60	MOTOR STARTER ASSEMBLY	\$1,160.00
75	MOTOR STARTER ASSEMBLY	\$1,920.00
100	MOTOR STARTER ASSEMBLY	\$3,360.00

* CUSTOM DESIGN REQUEST FOR QUOTE

CHECK VALVES		LIST
SIZE	DESCRIPTION	PRICE
2"	SINGLE WAFER HD CHECK VALVES	\$189.00
4"	SINGLE WAFER HD CHECK VALVES	\$270.00
6"	SINGLE WAFER HD CHECK VALVES	\$523.00
8"	SINGLE WAFER HD CHECK VALVES	\$938.00
10"	SINGLE WAFER HD CHECK VALVES	\$1,565.00

* OTHER SIZES & STAINLESS OPTIONS REQUEST FOR QUOTE

DOOR RETROFIT KITS		LSIT
TYPE	DESCRIPTION	PRICE
BASIC	3 PUMP PLC RETROFIT KIT	\$14,706.00
DOOR RETROFIT	DOOR MOUNT - COMPLETE PLC RETROFIT ASSEMBLY	\$24,500.00

*CUSTOM PRICING ON REQUEST

CONTROL PANEL		LIST
	DESCRIPTION	PRICE
RETROFIT PANEL	COMPLETE NEMA 4 PLC PANEL RETROFIT	\$59,400.00

* CUSTOM PANEL PRICING ON REQUEST

FLOW METERS		
SIZE	MAG METER	LIST PRICE
2"	FLANGE X FLANGE METER WITH CONTROL HEAD	\$6,440.00
4"	FLANGE X FLANGE METER WITH CONTROL HEAD	\$6,612.00
6"	FLANGE X FLANGE METER WITH CONTROL HEAD	\$7,844.00
8"	FLANGE X FLANGE METER WITH CONTROL HEAD	\$8,870.00

10"	FLANGE X FLANGE METER WITH CONTROL HEAD	\$11,280.00
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*OTHER SIZES REQUEST FOR QUOTE

	<u>PULSE METERS</u>	<u>LIST PRICE</u>
220B	2" INSERTION TYPE PULSE METER	\$850

*OTHERS REQUEST FOR QUOTE

<u>FUSES</u>		<u>LIST</u>
<u>AMP</u>		<u>PRICE</u>
6,8,10	VSD FAST ACTING FUSES	\$16.18
15	VSD FAST ACTING FUSES	\$19.26
50	VSD FAST ACTING FUSES	\$33.12
80	VSD FAST ACTING FUSES	\$67.76
100	VSD FAST ACTING FUSES	\$67.76
150	VSD FAST ACTING FUSES	\$135.34
200	VSD FAST ACTING FUSES	\$135.34
250	VSD FAST ACTING FUSES	\$271.04

*OTHERS ON REQUEST

<u>OPERATOR INTERFACE</u>		<u>LIST</u>
<u>(DISPLAYS)</u>		<u>PRICE</u>
	FILTER CONTROLLER L1	\$5,444.00
	FILTER CONTROLLER L2	\$10,380.00
	OMRON HMI	\$3,878.00
	INDUSOFT / WAGO	\$3,626.00

*OTHERS REQUEST FOR QUOTE

<u>PLC COMPONENTS</u>		<u>LIST</u>
	<u>DESCRIPTION</u>	<u>PRICE</u>
	CPU(CENTRAL PROCESSING UNIT)	\$3,045.16
	DIGITAL INPUT CARD	\$890.32
	DIGITAL OUTPUT CARD	\$912.90
	ANALOG INPUT/ OUTPUT COMBO	\$3,012.90
	ANALOG OUTPUT CARD	\$1,967.74
	HSCC (HIGH SPEED COUNTER CARD)	\$1,887.10
	DC POWER SUPPLY	\$1,380.64
	RELAYS - WITH BASE	\$92.00
	TRANSFORMER	\$324.00
	ICM PHASE MONITOR	\$211.00
	DIVERSIFIED PHASE MONITOR	\$574.00

*CUSTOM ITEM REQUEST FOR QUOTE

<u>FILTERS</u>		<u>LIST</u>
<u>SIZE</u>	<u>DESCRIPTION</u>	<u>PRICE</u>
4"	AUTO CLEANING FILTER ASSEMBLY	\$12,800.00
6"	AUTO CLEANING FILTER ASSEMBLY	\$29,792.00
8"	AUTO CLEANING FILTER ASSEMBLY	\$33,000.00

10"	AUTO CLEANING FILTER ASSEMBLY	\$35,666.00
	*OTHER SIZES AND COMBINATIONS REQUEST FOR QUOTE	

LEVEL CONTROLS		LIST
	<u>DESCRIPTION</u>	<u>PRICE</u>
	PROBES	\$118.00
	TRANSDUCER	\$405.00
	ULTRA- SONIC	\$1,246.00
	* OTHERS REQUEST FOR QUOTE	

<u>PUMP STATION PREVENTATIVE MAINTENANCE</u>		
VT	VERTICAL TURBINE STATION (3) MAINS	\$920.00
HOR	HORIZONTAL - CC -STATION (3) MAINS	\$820.00
	** WITHIN 20 MILE RADIUS	
	** OTHER STATION SIZE PRICING ON REQUEST	