



SERVICE AGREEMENT NO. 1749

Purchase and Installation of MetroCom 911 Dispatch Consoles, with a One-Year Service Agreement

THIS **Purchase and Installation of MetroCom 911 Dispatch Consoles, with a One-Year Service Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and Russ Bassett ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide Installation of MetroCom 911 Dispatch Consoles, with a One-Year Service Agreement in response to Request for Bid/Proposal No. N/A ("RFB/RFP"), which RFB/RFP includes the required scope of work and all specifications and which RFB/RFP and the Contractor's bid or proposal response, as applicable, are incorporated by reference in this Agreement as Exhibits 1 and 2, respectively, as if each were fully set out here in its entirety.

NOW, THEREFORE, City and Contractor agree as follows:

- 1. Scope.** Contractor will provide Installation of MetroCom 911 Dispatch Consoles, with a One-Year Service Agreement ("Services") in accordance with the attached Scope of Work, as shown in Attachment A, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety, and in accordance with Exhibit 2.
- 2. Term.** This Agreement is for 20 months, with performance commencing upon the date of issuance of a notice to proceed from the Contract Administrator or Purchasing Division. The parties may mutually extend the term of this Agreement for up to zero additional zero-month periods ("Option Period(s)"), provided, the parties do so in writing and prior to the expiration of the original term or the then-current Option Period. The City's extension authorization must be executed by the City Manager or designee.
- 3. Compensation and Payment.** The total value of this Agreement is not to exceed \$305,346.00, subject to approved extensions and changes. Payment will be made for Services completed and accepted by the City within 30 days of acceptance, subject to receipt of an acceptable invoice. All pricing must be in accordance with the attached Bid/Pricing Schedule, as shown in Attachment B, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety. The only other permissible charges will be in accordance with Attachment E, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.
- 4. Contract Administrator.** The Contract Administrator designated by the City is responsible for approval of all phases of performance and operations under this

Agreement, including deductions for non-performance and authorizations for payment. The City's Contract Administrator for this Agreement is as follows:

Name: Kathleen Porche
Department: Police Departments
Phone: 361-886-2653
Email: kathleenp@cctexas.com

5. Insurance; Bonds.

(A) Before performance can begin under this Agreement, the Contractor must deliver a certificate of insurance ("COI"), as proof of the required insurance coverages, to the City's Risk Manager and the Contract Administrator. Additionally, the COI must state that the City will be given at least 30 days' advance written notice of cancellation, material change in coverage, or intent not to renew any of the policies. The City must be named as an additional insured. The City Attorney must be given copies of all insurance policies within 10 days of the City Manager's written request. Insurance requirements are as stated in Attachment C, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.

(B) In the event a payment bond, a performance bond, or both, are required of the Contractor to be provided to the City under this Agreement before performance can commence, the terms, conditions, and amounts required in the bonds and appropriate surety information are as included in the RFB/RFP or as may be added to Attachment C, and such content is incorporated here in this Agreement by reference as if each bond's terms, conditions, and amounts were fully set out here in its entirety.

6. Purchase Release Order. For multiple-release purchases of Services to be provided by the Contractor over a period of time, the City will exercise its right to specify time, place and quantity of Services to be delivered in the following manner: any City department or division may send to Contractor a purchase release order signed by an authorized agent of the department or division. The purchase release order must refer to this Agreement, and Services will not be rendered until the Contractor receives the signed purchase release order.

7. Inspection and Acceptance. Any Services that are provided but not accepted by the City must be corrected or re-worked immediately at no charge to the City. If immediate correction or re-working at no charge cannot be made by the Contractor, a replacement service may be procured by the City on the open market and any costs incurred, including additional costs over the item's bid/proposal price, must be paid by the Contractor within 30 days of receipt of City's invoice.

8. Warranty.

(A) The Contractor warrants that all products supplied under this Agreement are new, quality items that are free from defects, fit for their intended purpose, and of good material and workmanship. The Contractor warrants that it has clear title to the products and that the products are free of liens or encumbrances.

(B) In addition, the products purchased under this Agreement shall be warranted by the Contractor or, if indicated in Attachment D by the manufacturer, for the period stated in Attachment D. Attachment D is attached to this Agreement and is incorporated by reference into this Agreement as if fully set out here in its entirety.

9. **Quality/Quantity Adjustments.** Any Service quantities indicated on the Bid/Pricing Schedule are estimates only and do not obligate the City to order or accept more than the City's actual requirements nor do the estimates restrict the City from ordering less than its actual needs during the term of the Agreement and including any Option Period. Substitutions and deviations from the City's product requirements or specifications are prohibited without the prior written approval of the Contract Administrator.
10. **Non-Appropriation.** The continuation of this Agreement after the close of any fiscal year of the City, which fiscal year ends on September 30th annually, is subject to appropriations and budget approval specifically covering this Agreement as an expenditure in said budget, and it is within the sole discretion of the City's City Council to determine whether or not to fund this Agreement. The City does not represent that this budget item will be adopted, as said determination is within the City Council's sole discretion when adopting each budget.
11. **Independent Contractor.** Contractor will perform the work required by this Agreement as an independent contractor and will furnish such Services in its own manner and method, and under no circumstances or conditions will any agent, servant or employee of the Contractor be considered an employee of the City.
12. **Subcontractors.** Contractor may use subcontractors in connection with the work performed under this Agreement. When using subcontractors, however, the Contractor must obtain prior written approval from the Contract Administrator if the subcontractors were not named at the time of bid or proposal, as applicable. In using subcontractors, the Contractor is responsible for all their acts and omissions to the same extent as if the subcontractor and its employees were employees of the Contractor. All requirements set forth as part of this Agreement, including the necessity of providing a COI in advance to the City, are applicable to all subcontractors and their employees to the same extent as if the Contractor and its employees had performed the work.

13. **Amendments.** This Agreement may be amended or modified only by written change order signed by both parties. Change orders may be used to modify quantities as deemed necessary by the City.
14. **Waiver.** No waiver by either party of any breach of any term or condition of this Agreement waives any subsequent breach of the same.
15. **Taxes.** The Contractor covenants to pay payroll taxes, Medicare taxes, FICA taxes, unemployment taxes and all other related taxes. Upon request, the City Manager shall be provided proof of payment of these taxes within 15 days of such request.
16. **Notice.** Any notice required under this Agreement must be given by fax, hand delivery, or certified mail, postage prepaid, and is deemed received on the day faxed or hand-delivered or on the third day after postmark if sent by certified mail. Notice must be sent as follows:

IF TO CITY:

City of Corpus Christi
Attn: Kathleen Porche
Title: 911 Program Manager
Address: 321 John Sartain St.
Corpus Christi, TX 78401
Phone: 361-886-2653
Fax: N/A

IF TO CONTRACTOR:

Russ Bassett
Attn: Matt Gawin
Title:
Address: 8189 Byron Road Whittier, CA 90606
Phone: 602-380-6322
Fax: N/A

17. **CONTRACTOR SHALL FULLY INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY OF CORPUS CHRISTI AND ITS OFFICERS, EMPLOYEES AND AGENTS ("INDEMNITEES") FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, CLAIMS, DEMANDS, SUITS, AND CAUSES OF ACTION OF WHATEVER NATURE, CHARACTER, OR DESCRIPTION ON ACCOUNT OF PERSONAL INJURIES, PROPERTY LOSS, OR DAMAGE, OR ANY OTHER KIND OF INJURY, LOSS, OR DAMAGE, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, ATTORNEYS' FEES AND EXPERT WITNESS FEES, WHICH ARISE OR ARE CLAIMED TO ARISE OUT OF OR IN CONNECTION WITH A BREACH OF THIS AGREEMENT OR THE PERFORMANCE OF THIS**

AGREEMENT BY THE CONTRACTOR OR RESULTS FROM THE NEGLIGENT ACT, OMISSION, MISCONDUCT, OR FAULT OF THE CONTRACTOR OR ITS EMPLOYEES OR AGENTS. CONTRACTOR MUST, AT ITS OWN EXPENSE, INVESTIGATE ALL CLAIMS AND DEMANDS, ATTEND TO THEIR SETTLEMENT OR OTHER DISPOSITION, DEFEND ALL ACTIONS BASED THEREON WITH COUNSEL SATISFACTORY TO THE CITY ATTORNEY, AND PAY ALL CHARGES OF ATTORNEYS AND ALL OTHER COSTS AND EXPENSES OF ANY KIND ARISING OR RESULTING FROM ANY SAID LIABILITY, DAMAGE, LOSS, CLAIMS, DEMANDS, SUITS, OR ACTIONS. THE INDEMNIFICATION OBLIGATIONS OF CONTRACTOR UNDER THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

18. Termination.

(A) The City Manager may terminate this Agreement for Contractor's failure to perform the work specified in this Agreement or to keep any required insurance policies in force during the entire term of this Agreement. The Contract Administrator must give the Contractor written notice of the breach and set out a reasonable opportunity to cure. If the Contractor has not cured within the cure period, the City Manager may terminate this Agreement immediately thereafter.

(B) Alternatively, the City Manager may terminate this Agreement for convenience upon 30 days advance written notice to the Contractor. The City Manager may also terminate this Agreement upon 24 hours written notice to the Contractor for failure to pay or provide proof of payment of taxes as set out in this Agreement.

19. Assignment. No assignment of this Agreement by the Contractor, or of any right or interest contained herein, is effective unless the City Manager first gives written consent to such assignment. The performance of this Agreement by the Contractor is of the essence of this Agreement, and the City Manager's right to withhold consent to such assignment is within the sole discretion of the City Manager on any ground whatsoever.

20. Severability. Each provision of this Agreement is considered to be severable and, if, for any reason, any provision or part of this Agreement is determined to be invalid and contrary to applicable law, such invalidity shall not impair the operation of nor affect those portions of this Agreement that are valid, but this Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision or part had been omitted.

21. Order of Precedence. In the event of any conflicts or inconsistencies between this Agreement, its attachments, and exhibits, such conflicts and inconsistencies will be resolved by reference to the documents in the following order of priority:

- A. this Agreement (excluding attachments and exhibits);
- B. its attachments;
- C. the bid solicitation document including any addenda (Exhibit 1); then,
- D. the Contractor's bid response (Exhibit 2).

- 22. Certificate of Interested Parties.** Contractor agrees to comply with Texas Government Code Section 2252.908, as it may be amended, and to complete Form 1295 "Certificate of Interested Parties" as part of this Agreement.
- 23. Verification Regarding Israel.** In accordance with Chapter 2270, Texas Government Code, the City may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this Agreement on behalf of the Contractor verifies that the company does not boycott Israel and will not boycott Israel during the term of this Agreement.
- 24. Governing Law.** This Agreement is subject to all federal, State, and local laws, rules, and regulations. The applicable law for any legal disputes arising out of this Agreement is the law of the State of Texas, and such form and venue for such disputes is the appropriate district, county, or justice court in and for Nueces County, Texas.
- 25. Entire Agreement.** This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior negotiations, arrangements, agreements and understandings, either oral or written, between the parties.

(SIGNATURE PAGE FOLLOWS)

CONTRACTOR :

Russ Basset Corporation

Signature: By: Bill Lyon

Printed Name: Bill Lyon

Title: Controller

Date: 6/8/2018

CITY OF CORPUS CHRISTI

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Attached and Incorporated by Reference:

- Attachment A: Scope of Work
- Attachment B: Bid/Pricing Schedule
- Attachment C: Insurance and Bond Requirements
- Attachment D: Warranty Requirements
- Attachment E: Provisions for Additional Delay Charges

Incorporated by Reference Only:

- Exhibit 1: RFB/RFP No. N/A
- Exhibit 2: Contractor's Bid/Proposal Response

ATTACHMENT A: SCOPE OF WORK

Project Title – MetroCom Console Purchase and Installation

Project Location – 321 John Sartain St. Corpus Christi, TX 78401
4th Floor-MetroCom

Scope of Work

The Contractor shall provide/install MetroCom 911 Dispatch Consoles for the City's Police Department. The layout, design manufacture, and installation of the console systems will consist of the following:

Dispatch Room – (11) Positions

- Two (2) Fire Consoles
 - 30" x 66" x 66" 90° Square Back Corner Sit Stands (dimensions do not include the 7" structural technology walls)
 - 18" Fixed Extension with Mobile Box/Box/File Pedestal, non-locking (both positions have the mobile pedestal, but only one has the extension)
 - Shared 30" Fixed Extension with 30" Tech Ped, slide-out shelves
 - Monitor Configuration: (1) 24" Single Stack Monitor, (1) 34" Single Stacked Monitor, (2) 24" Stacked Monitors
- Six (6) Law Enforcement Consoles
 - Five (5) 30" x 66" x 66" 90° Square Back Corner and (1) 36"D x 84"W Linear Sit Stands
 - 18" Fixed Extensions with Box/Box/File Pedestal, non-locking
 - Shared 30" Fixed Extension with 30" Tech Ped, slide-out shelves
 - The Linear Console has a 24"W Tech Ped with slide-out shelf as well as a 24"W File/File Pedestal and Mobile Box/Box/File Pedestal all non-locking
 - Monitor Configuration: (1) 34" Single Stack Monitor, (1) 34" Single Stacked Monitor, (1) 24" Single Stacked Monitor
- Two (2) Info Consoles
 - 36"D x 84"W Linear Sit Stands
 - 24"W Tech Ped, non-locking
 - 18"W File/File Pedestal, non-locking

- Monitor Configuration: (1) 34" Single Stack Monitor, (1) 34" Single Stacked Monitor, (1) 24" Single Stacked Monitor

- One (1) Supervisor Console
 - 36"D x 96"W Linear Sit Stand (Fixed return credenzas both sides)
 - 18"W Box/Box/File and 30"W File/File Drawer Pedestals, Locking
 - 30"W Tech Ped, Slide-out Shelf, Non-Locking
 - 12"W Closed Storage Cabinet, Locking
 - Monitor Configuration: (2) 34" Single Stack Monitors, (4) 24" Single Stacked Monitors

Call Taking Room – (10) Positions

(10) Call Taker Consoles

- Three (3) 36" x 66" x 66" 90° Square Back Corner and seven (7) 36"D x 78"W Linear Sit Stands
- Tech Peds (various widths), Slide-out shelves, non-locking
- Monitor Configuration: (2) 34" Single Stack Monitors, (1) 24" Single Stacked Monitor

All Positions include:

- Personal Environments System Accessory (forced air heater beneath the surface, cooling fan above)
- Dimmable LED Task light
- Blue Ambient Lighting **both** under the sit-stand and atop the sit-stand slat-wall
- Convenience Outlets (one (1) 3-prong power outlet and two (2) USB power only ports)
- Shared Sanitation Stations (Tissue and Hand Sanitizer Holder)

Special Instructions:

Please refer to the attached Russ Bassett Project Proposal for a detailed description of required parts, scope of work, design layout and warranty.

High-Level Timeline/Schedule

Project is scheduled to commence after the Notice to Proceed. Once Notice to Proceed has been issued, the project will begin no later than 24 hours later. This is a continuation of a project and is scheduled to commence immediately.

Deliverables

- Vendor is responsible for supplying the following to complete the aforementioned Scope of Work:
 - 1. 21 Custom consoles, manufactured and delivered, as outlined in the Scope of Work and Russ Bassett Project Proposal;
 - 2. All tools needed to complete the aforementioned Scope of Work;
 - 3. Any additional materials to complete the aforementioned Scope of Work;
 - a. Including, but not limited to:
 - i. Hardware
 - ii. In-console wiring (not pertaining to City equipment).
- The City of Corpus Christi will supply the following:
 - 1. Specified electrical requirements as outline in Russ Bassett's Console Reference Guide: Electrical and Communications Integration (see attached);
 - 2. Room cleared and ready for Console installation;
 - 3. Core holes drilled in specified areas of the floor to access the pulled network and electrical cables;
 - 4. Access to the building, back lot, and an elevator (preferably freight); and
 - 5. Trash receptacle.

Warning:

Any project that involves the use of power tools or equipment must be approved by the City of Corpus Christi.

CONSOLE REFERENCE GUIDE

ELECTRICAL AND COMMUNICATIONS INTEGRATION





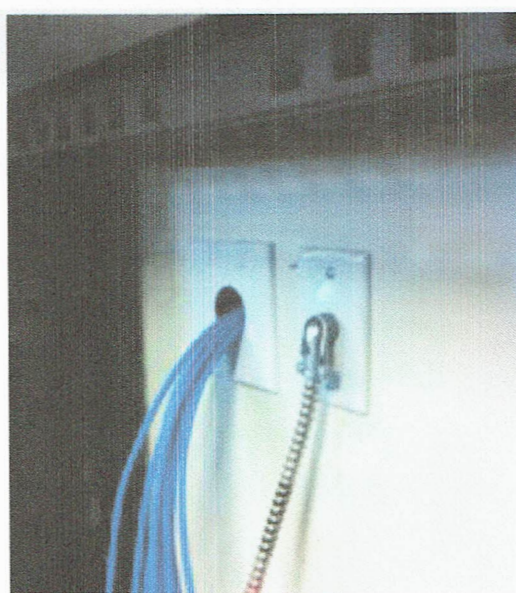
SOURCE ELECTRICAL INTEGRATION OVERVIEW

FACILITY POWER:

Source electrical can enter the console furniture in three (3) ways: from the floor, wall, or ceiling. It is most common for the electrical to enter into the console furniture in conduit, through floor cores. Conduit(s) carrying multiple utility and/or UPS circuits are then mounted inside of the furniture to the structural wall frame. Floor coring and source electrical are not provided by Russ Bassett. You will want to coordinate with your team to determine the appropriate source electrical design. We can help guide you through the process.



from the floor



from the wall



from the ceiling

RUSS BASSETT CONSOLE ELECTRICAL REQUIREMENTS:

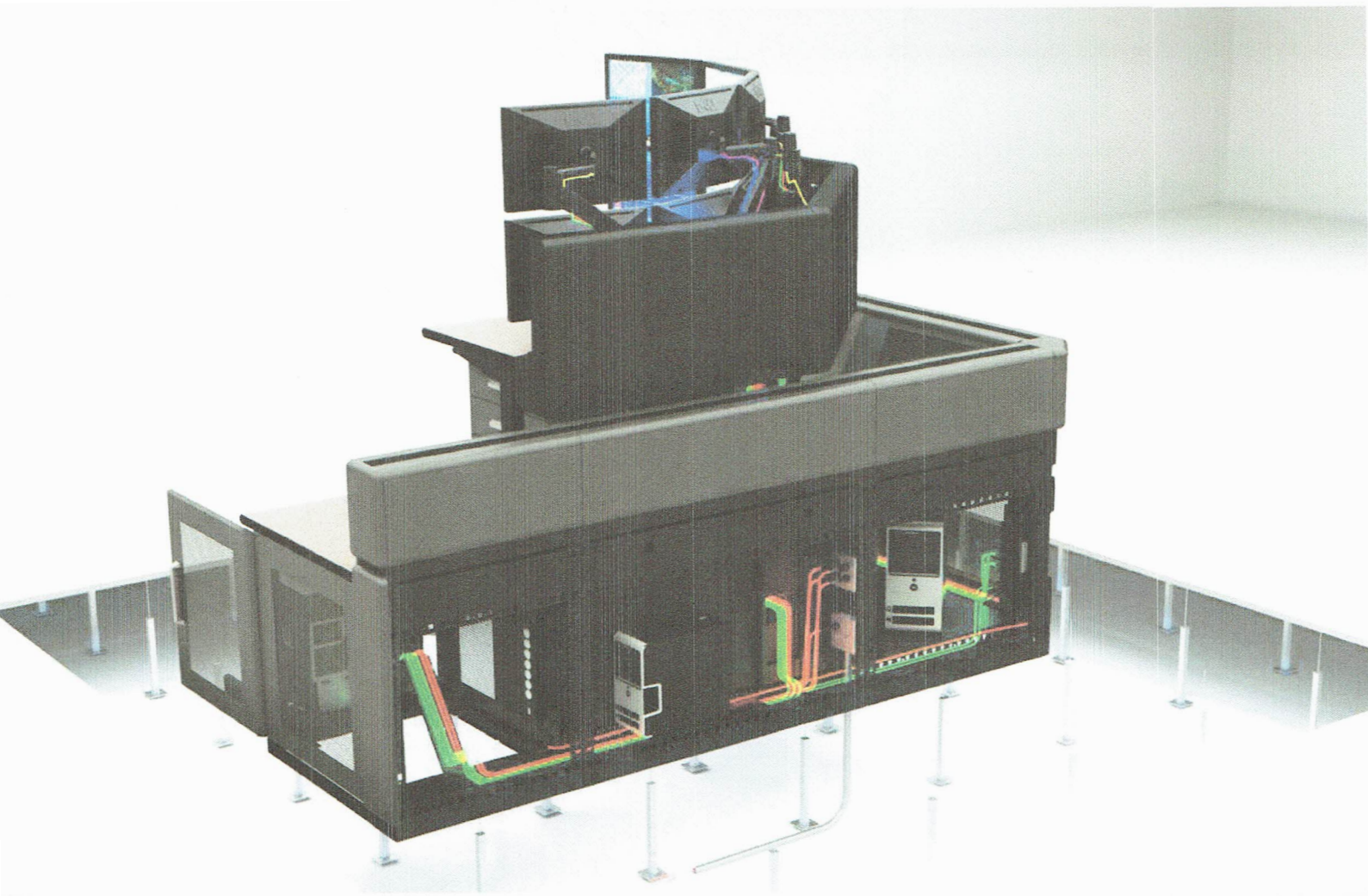
Russ Bassett consoles do not require any hardwired electrical connections. The console simply needs to be plugged into a standard NEMA 5-15R electrical outlet. We recommend one dedicated 20 amp circuit per console. This dedicated 20 amp circuit is for the console operation only and does not include the power requirements needed for the customers equipment. The console sit-stand operation alone needs one available outlet to plug in to. If optional desktop convenience outlets (maximum of two (2) per console) are ordered they will also require outlets. These non-critical items are normally plugged into non-essential power or "dirty-power".

The maximum amperage draw for a console configured with personal environments is 12.15 amps at 120 VAC. This is the maximum draw for all components operating at full capacity. You Sales Executive can help you identify the total amperage draw of your specific console configuration.

CUSTOMER POWER ACCOMMODATIONS AND REQUIREMENTS:

The Russ Bassett sit-stand console includes integrated power strips that will require UPS outlets to plug in to. Depending on the console size and configuration, the Russ Bassett sit-stand consoles will come with two (2) to five (5), seven (7) outlet power strips for customer supplied technology and peripherals. In addition to the sit-stand power strips, technology storage cabinets also include a power strip that will need to be considered. Your Sales Executive can help you identify exactly how many power strips will be included in your specific console configuration. These integrated power strips will normally plug in to the UPS or generator power as these are mission critical.

To determine how many UPS circuits are required for your console, you will need to collect and total the amperage draw for each piece of equipment that will integrated into the console. NEC (National Electric Code) recommends that a circuit should not handle more than 80 percent of the load for which it is rated. By this standard, the total current draw on a 20 amp circuit should not exceed 16 amps. This allows the breaker to handle temporary surges that may occur when electrical components start up.



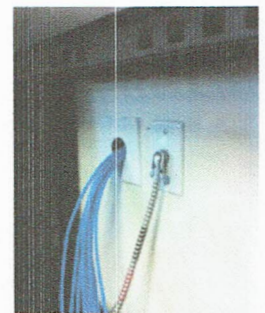
COMMUNICATIONS CABLING OVERVIEW

Like source electrical, communications cabling can enter the console furniture in three (3) ways: from the floor, wall, or ceiling. It is most common for the communications cabling to enter into the console furniture in a single bundle, through floor cores. Cable bundles are generally terminated in a J-box mounted inside of the structural wall frame. **Communications cabling and any associated termination points such J-Boxes are not provided by Russ Bassett.** You will want to coordinate with your team to determine the appropriate cabling design. We can help guide you through the process.

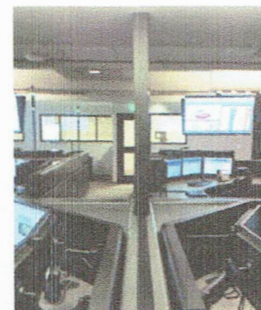
Russ Bassett does offer a number of data termination solutions. If this is something that might add value to your project, please discuss with your Russ Bassett representative.



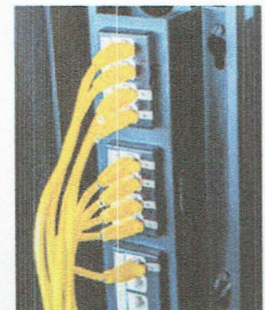
from the floor



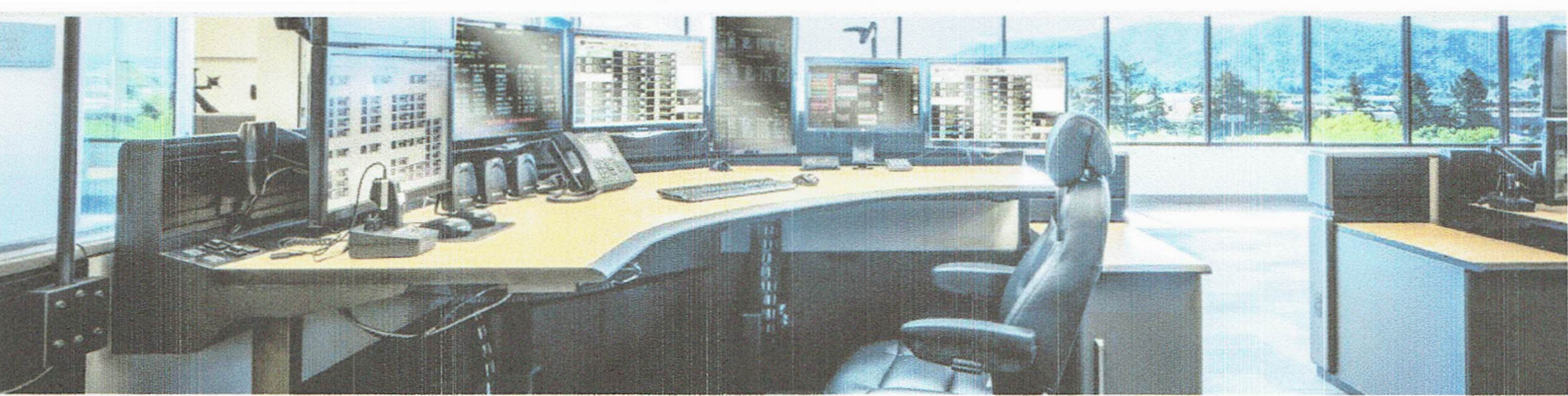
from the wall



from the ceiling



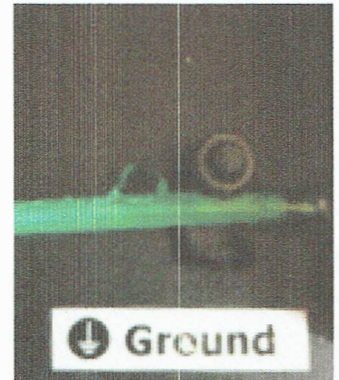
data termination



OTHER CONSIDERATIONS

GROUNDING

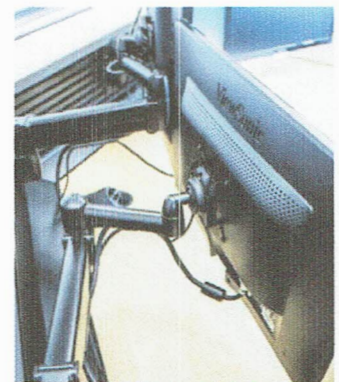
Each structural wall frame has two grounding bolts available for grounding the furniture to the facility. Frames can be tied together with bonding jumpers, or a continuous cable can be run through the furniture and each frame tied to that cable. Some of our clients will integrate grounding bus bar kits into the furniture to ground radio and other equipment, ample space is available for these. You will want to coordinate with your team to determine any grounding requirements. Russ Bassett does not ground console furniture to the facility ground or Common Bonding Network.



grounding

EXTENSION CABLES

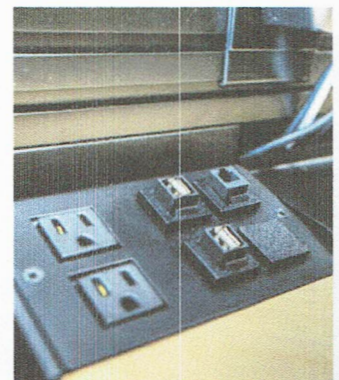
When using sit-stand console furniture, extension cables are necessary to accommodate the console moving from the seated to standing height positions. This includes monitor cables, mouse and key-board cables and any other data cabling that ties desktop equipment with PCs and other equipment located in the lower technology enclosures. **Russ Bassett can provide extended video (VGA, DVI, HDMI, etc.) and data (USB, RJ45, RJ11, 3.5mm Audio, etc.) cables upon request.** Depending upon your console furniture design, 15' to 25' cables are normally needed. Your Russ Bassett representative can assist you in determining proper cable lengths for your specific console configuration.



monitor cables

SUMMARY

Planning for a successful technical console furniture installation is an intense process. Source electrical, grounding, communications cabling, video cabling, PCs, radio equipment, phone equipment, etc. all need to be properly coordinated. This often involves multiple stakeholders including the client, Russ Bassett, IT, facilities, a general contractor and/or electrical and communications cabling subcontractors, and potentially phone and radio equipment vendors. This reference guide is meant to be a technical overview of how these components integrate with the console furniture.



convenience outlets

WE ARE HERE TO ASSIST YOU.

FOR ADDITIONAL INFORMATION REGARDING THE ELECTRICAL AND COMMUNICATIONS
REQUIREMENTS OF THE RUSS BASSETT CONSOLE PLEASE CONTACT US.

INFO@RUSSBASSETT.COM

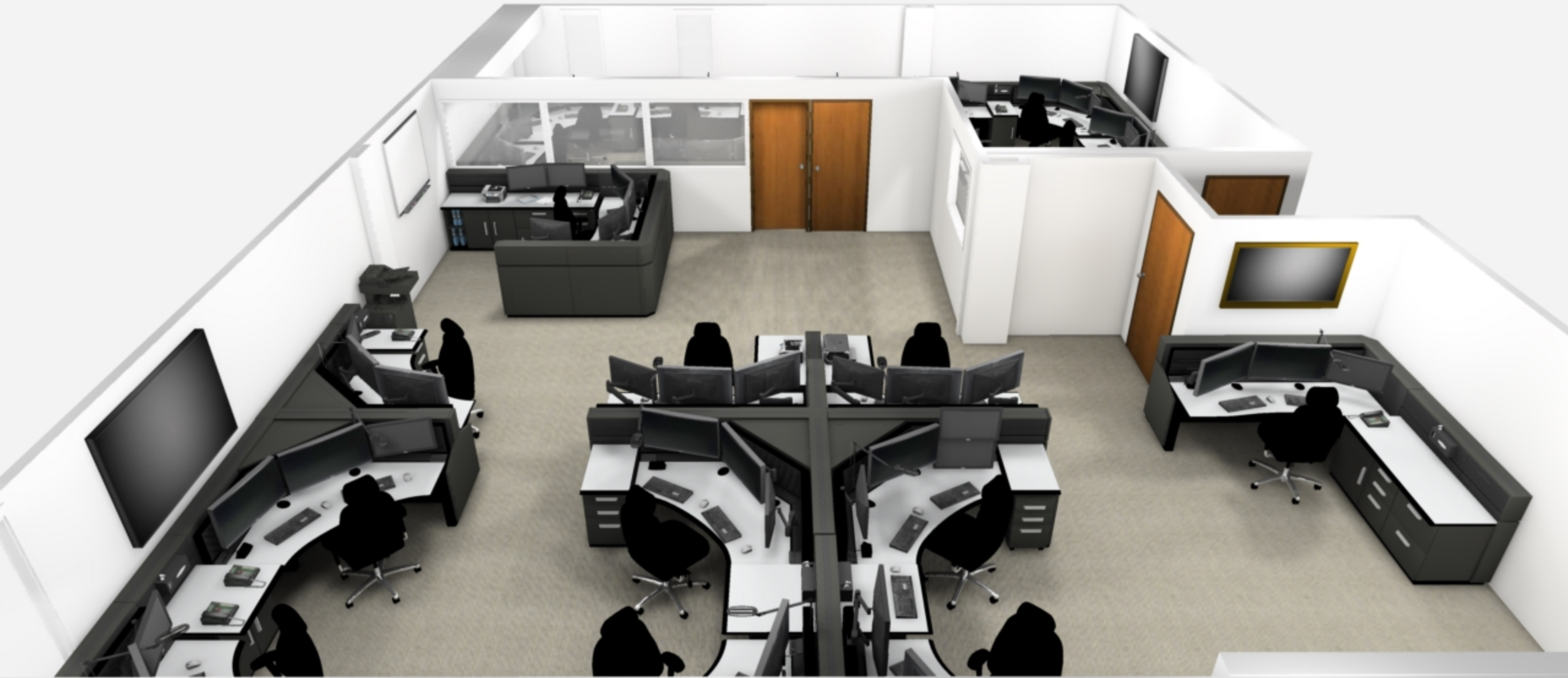
OR

800-350-2445



8189 BYRON ROAD WHITTIER, CA 90606
TEL 562.945.2445 / FAX 562.698.8972 | INFO@RUSSBASSETT.COM





















ATTACHMENT B: BID/PRICING SCHEDULE

Quotation



8189 Byron Road Whittier, CA 90606
Tel: 800.350.2445 Fax: 562.698.8972
www.russbassett.com

PROJECT #:	DC-11424-01	Option: 5
REVISION:	D	
PROJECT NAME:	METROCOM	

QUOTE DATE:	4/4/2018	DESIENCE SALES EXECUTIVE: Matt Gawin
EXPIRATION DATE:	10/1/2018	ADDRESS: 8189 Byron Rd
		Whittier, CA 90606
CUSTOMER:	METROCOM 911	PHONE: (602) 380-6322
CONTACT:	Kathleen Porche	EMAIL: mgawin@russbassett.com
ADDRESS:	321 John Sartain Street	
	Corpus Christi, TX 78401	
PHONE:	361-886-2653	PROJECT COORDINATOR: Ashley Garcia
FAX:		PHONE: (562) 945-2445 xt 3399
EMAIL:	kathleenp@cctexas.com	FAX: (562) 698-8972
		EMAIL: agarcia@russbassett.com

10450

QTY	PART NUMBER	DESCRIPTION	PRICE	EXTENDED
AREA: 1		Call Takers	AREA 1 TOTAL: \$	104,755.75
7	FSS-LS-78	Flex Sit-Stand, Linear, 78W, Single Lift	\$ 3,069.00	\$ 21,483.00
3	FSS-CS-66	Flex Sit-Stand, 90° Corner, 66W, Single Lift	\$ 3,272.50	\$ 9,817.50
3	FCF-42-T-SSP	Flex Sit-Stand Corner Filler, 42H, Tech Storage, Powder	\$ 495.00	\$ 1,485.00
13	FSW-07-3642-SSP-EMT	Flex Wall, 07D, 36L x 42H, Sit-Stand Powder Side A, Empty Side B	\$ 332.75	\$ 4,325.75
7	FSW-07-4242-SSP-EMT	Flex Wall, 07D, 42L x 42H, Sit-Stand Powder Side A, Empty Side B	\$ 343.75	\$ 2,406.25
6	FSW-07-1842-SWN-EMT	Flex Wall, 07D, 18L x 42H, Slatwall Side A, Empty Side B	\$ 338.25	\$ 2,029.50
6	FSW-07-3042-EMT-EMT	Flex Wall, 07D, 30L x 42H, Empty Side A, Empty Side B	\$ 222.75	\$ 1,336.50
1	FSW-07-2442-SWN-EMT	Flex Wall, 07D, 24L x 42H, Slatwall Side A, Empty Side B	\$ 349.25	\$ 349.25
2	FSW-07-1242-SWN-EMT	Flex Wall, 07D, 12L x 42H, Slatwall Side A, Empty Side B	\$ 327.25	\$ 654.50
7	FTC-0778-V-S	Flex Top Cap, 7D x 78W, Vented, Square	\$ 159.50	\$ 1,116.50
6	FTC-0718-V-S	Flex Top Cap, 7D x 18W, Vented, Square	\$ 104.50	\$ 627.00
6	FTC-0766-V-S	Flex Top Cap, 7D x 66W, Vented, Square	\$ 148.50	\$ 891.00
1	FTC-0724-V-S	Flex Top Cap, 7D x 24W, Vented, Square	\$ 110.00	\$ 110.00
2	FTC-0712-V-S	Flex Top Cap, 7D x 12W, Vented, Square	\$ 99.00	\$ 198.00
1	FBP-3642-VPS	Flex Back Panel, 36W x 42H, Vented, Powder, Square	\$ 217.25	\$ 217.25
1	FBP-4242-VPS	Flex Back Panel, 42W x 42H, Vented, Powder, Square	\$ 222.75	\$ 222.75
3	FCC-07L-9042-EPS	Flex Corner Connector, 7D, 90° L-Type, 42H, Exterior, Powder, Square	\$ 253.00	\$ 759.00
7	FWS-SLS-3678-B-E	Work Surface, Linear Sit-Stand, Inset, Single Lift, 36D x 78L, PES, Endure	\$ 2,340.25	\$ 16,381.75
3	FWS-SCS-3666-B-E	Work Surface, 90° Corner Sit-Stand, Single Lift, 36D x 66L, PES, Endure	\$ 2,472.25	\$ 7,416.75
6	FWS-FRE-3618-E	Work Surface, Rectangle, 36D x 18L, Endure	\$ 376.75	\$ 2,260.50
1	FWS-FRE-3624-E	Work Surface, Rectangle, 36D x 24L, Endure	\$ 418.00	\$ 418.00
2	FWS-FRE-3612-E	Work Surface, Rectangle, 36D x 12L, Endure	\$ 335.50	\$ 671.00
2	FEC-ASL-0742-L-S	Flex Left End Cap, Linear, Single Lift Sit-Stand, 7" Wall, 42"H, Square	\$ 288.75	\$ 577.50
2	FEC-FH-0742-S	Flex End Cap, Fixed Height, 7" Wall, 42"H, Square	\$ 220.00	\$ 440.00
2	FEC-ASL-0742-R-S	Flex Right End Cap, Linear, Single Lift Sit-Stand, 7" Wall, 42"H, Square	\$ 288.75	\$ 577.50
10	WAC-PAN-0718	7" PC Pan for 7" Wall, 18" Long	\$ 44.00	\$ 440.00
5	FPT-361828-LD-S-N-S	Flex Technology Pedestal, 36D x 18W x 28H, Left Swing, Square, No Lock,	\$ 511.50	\$ 2,557.50
2	FPT-361228-LD-S-N-S	Flex Technology Pedestal, 36D x 12W x 28H, Left Swing, Square, No Lock,	\$ 495.00	\$ 990.00
1	FPT-242428-LD-S-N-S	Flex Technology Pedestal, 24D x 24W x 28H, Left Swing, Square, No Lock,	\$ 495.00	\$ 495.00

Quotation

PROJECT #:	DC-11424-01	Option: 5
REVISION:	D	
PROJECT NAME:	METROCOM	



8189 Byron Road Whittier, CA 90606
Tel: 800.350.2445 Fax: 562.698.8972
www.russbassett.com

QTY	PART NUMBER	DESCRIPTION	PRICE	EXTENDED
1	FPT-361828-RD-S-N-S	Flex Technology Pedestal, 36D x 18W x 28H, Right Swing, Square, No Lock	\$ 511.50	\$ 511.50
30	DAC-MA-01-SW-S	Fully Articulating Monitor Arm - Weight Range 5-16 lbs	\$ 247.50	\$ 7,425.00
5	DAC-SW-SANSTN	Slatwall Sanitation Station	\$ 159.50	\$ 797.50
10	DAC-LED-DA-SW	Dimmable LED Task Light - Double Arm, Slatwall Mount	\$ 253.00	\$ 2,530.00
10	WAC-CO-1P2U4D	Convenience Outlet Plate, 1 Power Outlet, 2 USB Power, 4 Data Ports	\$ 178.75	\$ 1,787.50
10	WAC-CO-BLANK	Convenience Outlet Plate, Blank Filler Plate	\$ 49.50	\$ 495.00
7	NSP-91973-78	90 Linear Ambient Light Kit,Blue,Slatwall & Undersurface,78"	\$ 970.75	\$ 6,795.25
3	NSP-91972-66	90 Corner Ambient Light Kit,Blue,Slatwall & Undersurface,66"	\$ 1,053.25	\$ 3,159.75
AREA: 2		Dispatch Area	AREA 2 TOTAL:	\$ 114,798.75
3	FSS-LS-84	Flex Sit-Stand, Linear, 84W, Single Lift	\$ 3,124.00	\$ 9,372.00
7	FSS-CS-66	Flex Sit-Stand, 90° Corner, 66W, Single Lift	\$ 3,272.50	\$ 22,907.50
7	FCF-42-T-SSP	Flex Sit-Stand Corner Filler, 42H, Tech Storage, Powder	\$ 495.00	\$ 3,465.00
2	FSW-07-4242-SSP-EMT	Flex Wall, 07D, 42L x 42H, Sit-Stand Powder Side A, Empty Side B	\$ 343.75	\$ 687.50
1	FSW-07-4242-SWN-EMT	Flex Wall, 07D, 42L x 42H, Slatwall Side A, Empty Side B	\$ 382.25	\$ 382.25
7	FSW-07-3642-SSP-EMT	Flex Wall, 07D, 36L x 42H, Sit-Stand Powder Side A, Empty Side B	\$ 332.75	\$ 2,329.25
1	FSW-07-2442-SWN-EMT	Flex Wall, 07D, 24L x 42H, Slatwall Side A, Empty Side B	\$ 349.25	\$ 349.25
11	FSW-07-3042-EMT-EMT	Flex Wall, 07D, 30L x 42H, Empty Side A, Empty Side B	\$ 222.75	\$ 2,450.25
6	FSW-07-3642-SSP-SSP	Flex Wall, 07D, 36L x 42H, Sit-Stand Powder Side A, Sit-Stand Powder Side B	\$ 431.75	\$ 2,590.50
2	FSW-07-3642-SWN-EMT	Flex Wall, 07D, 36L x 42H, Slatwall Side A, Empty Side B	\$ 371.25	\$ 742.50
1	FSW-07-3042-SWN-SWN	Flex Wall, 07D, 30L x 42H, Slatwall Side A, Slatwall Side B	\$ 497.75	\$ 497.75
1	FSW-07-1842-SWN-EMT	Flex Wall, 07D, 18L x 42H, Slatwall Side A, Empty Side B	\$ 338.25	\$ 338.25
1	FSW-07-3042-SWN-EMT	Flex Wall, 07D, 30L x 42H, Slatwall Side A, Empty Side B	\$ 360.25	\$ 360.25
1	FSW-07-4230-EMT-EMT	Flex Wall, 07D, 42L x 30H, Empty Side A, Empty Side B	\$ 222.75	\$ 222.75
3	FTC-0784-V-S	Flex Top Cap, 7D x 84W, Vented, Square	\$ 165.00	\$ 495.00
2	FTC-0736-V-S	Flex Top Cap, 7D x 36W, Vented, Square	\$ 121.00	\$ 242.00
10	FTC-0766-V-S	Flex Top Cap, 7D x 66W, Vented, Square	\$ 148.50	\$ 1,485.00
1	FTC-0772-V-S	Flex Top Cap, 7D x 72W, Vented, Square	\$ 154.00	\$ 154.00
2	FTC-0730-V-S	Flex Top Cap, 7D x 30W, Vented, Square	\$ 115.50	\$ 231.00
1	FTC-0718-V-S	Flex Top Cap, 7D x 18W, Vented, Square	\$ 104.50	\$ 104.50
1	FTC-0742-V-S	Flex Top Cap, 7D x 42W, Vented, Square	\$ 126.50	\$ 126.50
1	FBP-4242-VPS	Flex Back Panel, 42W x 42H, Vented, Powder, Square	\$ 222.75	\$ 222.75
2	FCC-07L-9042-EPS	Flex Corner Connector, 7D, 90° L-Type, 42H, Exterior, Powder, Square	\$ 253.00	\$ 506.00
2	FCC-07T-9042-EPS	Flex Corner Connector, 7D, 90° T-Type, 42H, Exterior, Powder, Square	\$ 253.00	\$ 506.00
1	FCC-07X-9042-MTS	Flex Corner Connector, 7D, 90° X-Type, 42H, Empty, Square	\$ 165.00	\$ 165.00
3	FWS-SLS-3684-B-E	Work Surface, Linear Sit-Stand, Inset, Single Lift, 36D x 84L, PES, Endure	\$ 2,381.50	\$ 7,144.50
7	FWS-SCS-3066-B-E	Work Surface, 90° Corner Sit-Stand, Single Lift, 30D x 66L, PES, Endure	\$ 2,466.75	\$ 17,267.25
1	FWS-FRE-2466-E	Work Surface, Rectangle, 24D x 66L, Endure	\$ 541.75	\$ 541.75
3	FWS-FRE-3030-E	Work Surface, Rectangle, 30D x 30L, Endure	\$ 338.25	\$ 1,014.75
3	FWS-FRE-3018-E	Work Surface, Rectangle, 30D x 18L, Endure	\$ 266.75	\$ 800.25
2	FWS-FRE-2442-E	Work Surface, Rectangle, 24D x 42L, Endure	\$ 398.75	\$ 797.50
1	FWS-FRE-3072-E	Work Surface, Rectangle, 30D x 72L, Endure	\$ 588.50	\$ 588.50
1	FPD-2424-FF-S-N	Flex Drawer Pedestal, 24D x 24W, File/File, Square, No Lock	\$ 288.75	\$ 288.75
2	FPD-2418-FF-S-N	Flex Drawer Pedestal, 24D x 18W, File/File, Square, No Lock	\$ 277.75	\$ 555.50

Quotation

PROJECT #:	DC-11424-01	Option: 5
REVISION:	D	
PROJECT NAME:	METROCOM	



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QTY	PART NUMBER	DESCRIPTION	PRICE	EXTENDED
1	FPD-2418-BBF-S-N	Flex Drawer Pedestal, 24D x 18W, Box/Box/File, Square, No Lock	\$ 302.50	\$ 302.50
4	FPD-3018-BBF-S-N	Flex Drawer Pedestal, 30D x 18W, Box/Box/File, Square, No Lock	\$ 319.00	\$ 1,276.00
2	FPO-3018	Flex Open Storage Pedestal, 30D x 18W	\$ 225.50	\$ 451.00
2	FPM-2015-BBF-S-N	Flex Mobile Pedestal, 20D x 15W, Box/Box/File, Square, No Lock	\$ 316.25	\$ 632.50
3	FPT-243028-PD-S-N-S	Flex Technology Pedestal, 24D x 30W x 28H, Pair of Doors, Square, No Loc	\$ 596.75	\$ 1,790.25
2	FPT-242428-LD-S-N-S	Flex Technology Pedestal, 24D x 24W x 28H, Left Swing, Square, No Lock,	\$ 495.00	\$ 990.00
1	FPT-242428-RD-S-N-S	Flex Technology Pedestal, 24D x 24W x 28H, Right Swing, Square, No Lock	\$ 495.00	\$ 495.00
3	FEC-FH-0742-S	Flex End Cap, Fixed Height, 7" Wall, 42"H, Square	\$ 220.00	\$ 660.00
2	FEC-ASL-0742-L-S	Flex Left End Cap, Linear, Single Lift Sit-Stand, 7" Wall, 42"H, Square	\$ 288.75	\$ 577.50
1	FEC-ASL-0742-R-S	Flex Right End Cap, Linear, Single Lift Sit-Stand, 7" Wall, 42"H, Square	\$ 288.75	\$ 288.75
1	FEC-ASC-0742-B-S	Flex Back-to-Back End Cap, Corner, Single Lift Sit-Stand, 7" Wall, 42"H, Square	\$ 316.25	\$ 316.25
1	FEC-FH-0730-S	Flex End Cap, Fixed Height, 7" Wall, 30"H, Square	\$ 137.50	\$ 137.50
4	FAP-150	Flex Inside Access Panel, Two Supports, 15"W	\$ 82.50	\$ 330.00
3	FAP-210	Flex Inside Access Panel, Two Supports, 21"W	\$ 93.50	\$ 280.50
1	FEP-30-R-S	Flex Right End Panel, 30D, Square	\$ 206.25	\$ 206.25
1	FSL-30-L	Flex Left Support Leg, 30D	\$ 178.75	\$ 178.75
10	WAC-IV-RMK-2	2U Internal Vertical Rack Kit	\$ 82.50	\$ 825.00
10	WAC-PAN-0718	7" PC Pan for 7" Wall, 18" Long	\$ 44.00	\$ 440.00
32	DAC-MA-01-SW-S	Fully Articulating Monitor Arm - Weight Range 5-16 lbs	\$ 247.50	\$ 7,920.00
10	DAC-LED-DA-SW	Dimmable LED Task Light - Double Arm, Slatwall Mount	\$ 253.00	\$ 2,530.00
5	DAC-SW-SANSTN	Slatwall Sanitation Station	\$ 159.50	\$ 797.50
10	WAC-CO-1P2U4D	Convenience Outlet Plate, 1 Power Outlet, 2 USB Power, 4 Data Ports	\$ 178.75	\$ 1,787.50
10	WAC-CO-BLANK	Convenience Outlet Plate, Blank Filler Plate	\$ 49.50	\$ 495.00
7	NSP-91972-66	90 Corner Ambient Light Kit, Blue, Slatwall & Undersurface, 66"	\$ 1,053.25	\$ 7,372.75
3	NSP-91973-84	90 Linear Ambient Light Kit, Blue, Slatwall & Undersurface, 84"	\$ 970.75	\$ 2,912.25
2	FSW-07-1842-SWN-SSP	Flex Wall, 07D, 18L x 42H, Slatwall Side A, Sit-Stand Powder Side B	\$ 437.25	\$ 874.50
AREA: 3		Supervisor	AREA 3 TOTAL:	\$ 17,341.50
1	FSS-LS-96	Flex Sit-Stand, Linear, 96W, Single Lift	\$ 3,234.00	\$ 3,234.00
2	FSW-07-4842-SSP-EMT	Flex Wall, 07D, 48L x 42H, Sit-Stand Powder Side A, Empty Side B	\$ 354.75	\$ 709.50
2	FSW-07-3642-SSP-EMT	Flex Wall, 07D, 36L x 42H, Sit-Stand Powder Side A, Empty Side B	\$ 332.75	\$ 665.50
1	FSW-07-4242-SWN-EMT	Flex Wall, 07D, 42L x 42H, Slatwall Side A, Empty Side B	\$ 382.25	\$ 382.25
1	FSW-07-4842-SWN-EMT	Flex Wall, 07D, 48L x 42H, Slatwall Side A, Empty Side B	\$ 393.25	\$ 393.25
1	FSW-07-3642-SWN-EMT	Flex Wall, 07D, 36L x 42H, Slatwall Side A, Empty Side B	\$ 371.25	\$ 371.25
1	FTC-0796-V-S	Flex Top Cap, 7D x 96W, Vented, Square	\$ 176.00	\$ 176.00
1	FTC-0736-V-S	Flex Top Cap, 7D x 36W, Vented, Square	\$ 121.00	\$ 121.00
1	FTC-0790-V-S	Flex Top Cap, 7D x 90W, Vented, Square	\$ 170.50	\$ 170.50

Quotation

PROJECT #:	DC-11424-01	Option: 5
REVISION:	D	
PROJECT NAME:	METROCOM	



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QTY	PART NUMBER	DESCRIPTION	PRICE	EXTENDED
1	FTC-0772-V-S	Flex Top Cap, 7D x 72W, Vented, Square	\$ 154.00	\$ 154.00
2	FBP-4842-VPS	Flex Back Panel, 48W x 42H, Vented, Powder, Square	\$ 228.25	\$ 456.50
2	FBP-3642-VPS	Flex Back Panel, 36W x 42H, Vented, Powder, Square	\$ 217.25	\$ 434.50
2	FCC-07L-9042-EPS	Flex Corner Connector, 7D, 90° L-Type, 42H, Exterior, Powder, Square	\$ 253.00	\$ 506.00
1	FWS-SLS-3696-B-E	Work Surface, Linear Sit-Stand, Inset, Single Lift, 36D x 96L, PES, Endure	\$ 2,464.00	\$ 2,464.00
1	FWS-FRE-2490-E	Work Surface, Rectangle, 24D x 90L, Endure	\$ 684.75	\$ 684.75
1	FWS-FRE-2436-E	Work Surface, Rectangle, 24D x 36L, Endure	\$ 363.00	\$ 363.00
1	FPD-2418-BBF-S-L	Flex Drawer Pedestal, 24D x 18W, Box/Box/File, Square, Lock	\$ 346.50	\$ 346.50
1	FPD-2430-FF-S-L	Flex Drawer Pedestal, 24D x 30W, File/File, Square, Lock	\$ 407.00	\$ 407.00
1	FPO-2412	Flex Open Storage Pedestal, 24D x 12W	\$ 192.50	\$ 192.50
1	FPC-2412-RD-S-L	Flex Closed Storage Pedestal, 24D x 12W, Right Swing, Square, Lock	\$ 277.75	\$ 277.75
1	FPT-243028-PD-S-N-S	Flex Technology Pedestal, 24D x 30W x 28H, Pair of Doors, Square, No Loc	\$ 596.75	\$ 596.75
1	FSL-24-L	Flex Left Support Leg, 24D	\$ 165.00	\$ 165.00
2	FEC-FH-0742-S	Flex End Cap, Fixed Height, 7" Wall, 42"H, Square	\$ 220.00	\$ 440.00
1	FAP-225	Flex Inside Access Panel, One Support, 22.5"W	\$ 99.00	\$ 99.00
2	FAP-210	Flex Inside Access Panel, Two Supports, 21"W	\$ 93.50	\$ 187.00
2	FAP-150	Flex Inside Access Panel, Two Supports, 15"W	\$ 82.50	\$ 165.00
1	WAC-IV-RMK-2	2U Internal Vertical Rack Kit	\$ 82.50	\$ 82.50
1	DAC-SW-SANSTN	Slatwall Sanitation Station	\$ 159.50	\$ 159.50
6	DAC-MA-01-SW-S	Fully Articulating Monitor Arm - Weight Range 5-16 lbs	\$ 247.50	\$ 1,485.00
1	DAC-LED-DA-SW	Dimmable LED Task Light - Double Arm, Slatwall Mount	\$ 253.00	\$ 253.00
1	WAC-CO-1P2U4D	Convenience Outlet Plate, 1 Power Outlet, 2 USB Power, 4 Data Ports	\$ 178.75	\$ 178.75
1	WAC-CO-BLANK	Convenience Outlet Plate, Blank Filler Plate	\$ 49.50	\$ 49.50
1	NSP-91973-96	90 Linear Ambient Light Kit, Blue, Slatwall & Undersurface, 96"	\$ 970.75	\$ 970.75
AREA: 4			AREA 4 TOTAL:	\$ 8,400.00
21	RB-Care	Russ Bassett Console Care	\$ 400.00	\$ 8,400.00

CooperativeContract: **HGACBuy EC07-16** (9-1-1 Equipment& Services)

Product Total: \$ 245,296.00
Price does not include applicable sales tax
Freight Services: \$ 16,500.00
Russ Bassett Installation Services: \$ 38,550.00
Total Due \$ 300,346.00

Quotation

PROJECT #:	DC-11424-01	Option: 5
REVISION:	D	
PROJECT NAME:	METROCOM	



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Drawings

Any drawing submitted to the Client under this Quotation must be signed-off as "approved for manufacture" and returned with applicable purchase order.
Drawing REVISION level must match Quote REVISION level.

Delivery & Installation

A signed, completed delivery and installation checklist and purchase order is required to prevent any issues at time of delivery and installation.
Any unique requirements encountered at time of delivery and installation not covered on the installation checklist will be invoiced at cost in addition to the charges quoted herein.

Russ Bassett ships your products using our "Safe Ship" program. The program simply states that we guarantee your products will arrive damage free anywhere in the 48 contiguous United States. If damage should occur, notify customer service and Russ Bassett will rush a replacement part or unit and pick up the damaged product.

Due to the custom nature of our products, Russ Bassett recommends using only Certified Russ Bassett Installers.

Purchase Order

Send to: Russ Bassett Corporation
Attn: Customer Service
8189 Byron Road
Whittier, CA 90606

Fax to: (562) 698-8972

Purchase orders must include the following information to process with Russ Bassett:
Sold to, Ship to, Order Date, Requested Delivery/Install Date, PO Number, Quantity, Full Model Numbers & Total.

All purchase orders must also accompany the following documents to be considered a complete order:
Signed drawing noting console and work surface colors and/or cabinet color, signed quotation, & installation checklist.

Quote is Valid for 90 days from date of issue; and, may only be extended in writing by Russ Bassett.

Payment Terms

Negotiated payment terms as follows:

- 10% due 30 days after receipt of order
- 50% due 30 days after shipment invoice date
- 30% due on October 15, 2018
- 10% due after final sign-off

Quotation

PROJECT #:	DC-11424-01	Option: 5
REVISION:	D	
PROJECT NAME:	METROCOM	



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Lead-time

For the products covered under this proposal is twelve (12) weeks AAO (After Acceptance of Order).

Incomplete Purchase Orders may delay the ship date; actual date will be confirmed on written Order Acknowledgement.

Warranty

Russ Bassett Corporation warrants to the original customer that all Desience manufactured products as quoted or proposed will be free from defects in materials and workmanship for the following warranty period:

1. Limited Lifetime Warranty for Russ Bassett Corporation manufactured Desience products.
2. Limited Term Warranty for all Russ Bassett Corporation non-manufactured products or components that are added or integrated into a Russ Bassett Corporation manufactured product shall be warranted as outlined in the original manufacture's warranty.

If a Performance Bond is required for this project, the warranty covered by the Performance Bond is limited as follows: 'Notwithstanding anything stated in the contract, purchase order, or specifications, the bond only covers a 1 year parts and labor warranty. Any additional warranty will not be the responsibility of the Surety and will be the sole responsibility of Russ Bassett'.

Change Order & Cancellation Policy

Changes to an order, once it has been processed, can be very disruptive and costly. Once an order has been started in manufacturing, usually within 4 weeks of the scheduled ship date, it is not possible to make changes.

Any requests for changes to the design or scope of work shall be made in writing. RBC will notify Buyer if it is possible to accommodate the change requests. If there is still time to accommodate the change requests, RBC will provide a quotation covering the cost and lead-time impact of the change. If these impacts are acceptable to Buyer, RBC will produce changed drawings for review and approval. No change will be made without sign-off of the updated quote and drawing by Buyer.

Any cancellation requests must be submitted in writing and approved by an officer of Russ Bassett. Upon acceptance of canceled order, a cancellation charge of 25% of the contract amount will be incurred over and above the cost of materials produced or in production, labor or other services performed, freight, taxes and any other out of pocket expenses also incurred by Russ Bassett.

Acceptance Signature

Authorized Signature

Print Name of Authorized Signature

Print Title

Print Company Name

P.O. Number

Date of Authorization

ATTACHMENT C: INSURANCE AND BOND REQUIREMENTS

I. CONTRACTOR'S LIABILITY INSURANCE

- A. Contractor must not commence work under this contract until all insurance required has been obtained and such insurance has been approved by the City. Contractor must not allow any subcontractor, to commence work until all similar insurance required of any subcontractor has been obtained.
- B. Contractor must furnish to the City's Risk Manager and Contract Administrator one (1) copy of Certificates of Insurance with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to the City's Risk Manager. The City must be listed as an additional insured on the General liability and Auto Liability policies **by endorsement**, and a waiver of subrogation **endorsement** is required on all applicable policies. **Endorsements** must be provided with Certificate of Insurance. Project name and/or number must be listed in Description Box of Certificate of Insurance.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-day advance written notice of cancellation, non-renewal, material change or termination required on all certificates and policies.	Bodily Injury and Property Damage Per occurrence - aggregate
COMMERCIAL GENERAL LIABILITY including: 1. Commercial Broad Form 2. Premises – Operations 3. Products/ Completed Operations 4. Contractual Liability 5. Independent Contractors 6. Personal Injury- Advertising Injury	\$1,000,000 Per Occurrence \$1,000,000 Aggregate
AUTO LIABILITY (including) 1. Owned 2. Hired and Non-Owned 3. Rented/Leased	\$1,000,000 Combined Single Limit
WORKERS'S COMPENSATION (All States Endorsement if Company is not domiciled in Texas)	Statutory and complies with Part II of this Exhibit.
Employer's Liability	\$500,000/\$500,000/\$500,000

- C. In the event of accidents of any kind related to this contract, Contractor must furnish the Risk Manager with copies of all reports of any accidents within 10 days of the accident.

II. ADDITIONAL REQUIREMENTS

- A. Applicable for paid employees, Contractor must obtain workers' compensation coverage through a licensed insurance company. The coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The workers' compensation coverage provided must be in statutory amounts according to the Texas Department of Insurance, Division of Workers' Compensation. An All States Endorsement shall be required if Contractor is not domiciled in the State of Texas.
- B. Contractor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- VII.
- C. Contractor shall be required to submit renewal certificates of insurance throughout the term of this contract and any extensions within 10 days of the policy expiration dates. All notices under this Exhibit shall be given to City at the following address:

City of Corpus Christi
Attn: Risk Manager
P.O. Box 9277
Corpus Christi, TX 78469-9277

- D. **Contractor agrees that, with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:**
- List the City and its officers, officials, employees, and volunteers, as additional insureds by endorsement with regard to operations, completed operations, and activities of or on behalf of the named insured performed under contract with the City, with the exception of the workers' compensation policy;
 - Provide for an endorsement that the "other insurance" clause shall not apply to the City of Corpus Christi where the City is an additional insured shown on the policy;
 - Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and
 - Provide thirty (30) calendar days advance written notice directly to City of any, cancellation, non-renewal, material change or termination in coverage and not less than ten (10) calendar days advance written notice for nonpayment of premium.
- E. Within five (5) calendar days of a cancellation, non-renewal, material change or termination of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.
- F. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

- G. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this contract.
- H. It is agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of Corpus Christi for liability arising out of operations under this contract.
- I. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this contract.

2018 Insurance Requirements

Purchasing – CCPD

MetroCom Console Purchase and Installation

05/16/2018 sw Risk Management

Valid Through 12/31/2018

BOND REQUIREMENTS:

No bond requirements necessary for this service agreement; Section 5. (B) is null for this Service Agreement.

ATTACHMENT D: WARRANTY REQUIREMENTS

See attached document, Russ Bassett Limited Lifetime Warranty.

RUSS BASSETT LIMITED LIFETIME WARRANTY

Russ Bassett Corporation warrants to the original customer that all Russ Bassett manufactured products as quoted or proposed will be free from defects in materials and workmanship for the following warranty period:

1. Limited Lifetime Warranty for Russ Bassett Corporation manufactured products.
2. Limited Term Warranty for all Russ Bassett Corporation non-manufactured products or components that are added or integrated into a Russ Bassett Corporation manufactured product shall be warranted as outlined in the original manufacturer's warranty.

Russ Bassett is the single point of contact for any and all warranty claims under this warranty agreement. This warranty does not cover ordinary maintenance, normal wear and tear, abuse, improper use, negligence, accident, alterations, damage due to shipping and handling, repair or installation not performed by a certified Russ Bassett Corporation representative, products which have not been maintained or operated in accordance with Russ Bassett Corporation written instructions. This warranty does not cover any damage to customer equipment that is caused by circumstances unrelated to the quality and/or functionality of Russ Bassett Corporation's products. In addition this warranty does not cover consumable items including, but not limited to, light bulbs, filters, etc.

No claims under this warranty will be valid unless Russ Bassett Corporation receives written notice within a reasonable time of discovery of the defect and no later than the expiration of the applicable warranty period. In the event that Russ Bassett Corporation does not receive written notice prior to the expiration of the applicable warranty period, Russ Bassett Corporation shall have no obligation to repair or replace the product and shall have no other liability whatsoever under this warranty.

Russ Bassett Corporation will replace or repair (at its option) any products which are covered by this warranty and which are found to be defective. Russ Bassett Corporation may provide a substitute product of equal or greater value to resolve a warranty claim. No cost to the customer shall be incurred for any items covered under warranty. Russ Bassett Corporation assumes responsibility for freight and installation. Any product or component that is replaced or repaired will not extend the applicable warranty period.

In the event that the product failure is a result of non-warrantable items, an hourly rate will be applied for work performed plus expenses including, but not limited to, product, installation, transportation, and accommodations.

The foregoing warranty is exclusive and is in lieu of all other warranties, express or implied, provided by Russ Bassett Corporation including without limitation implied warranties of merchantability and fitness for a particular purpose.

Product repair or replacement is the customer's exclusive remedy for any and all product defects. Russ Bassett Corporation accepts no liability beyond the remedies set forth in this warranty statement. In addition, Russ Bassett Corporation shall not be liable for any incidental, consequential or special damages including, without limitation, damages for lost profits or revenues or costs incurred as a result of lost time, data, use of the product or from any other cause whatsoever, whether based on warranty (expressed or implied), contract, or tort including negligence. In no event shall Russ Bassett Corporation's liability exceed the purchase price of the product purchased.

If a Performance Bond was provided for this project, the warranty covered by the Performance Bond is limited as follows: 'Notwithstanding anything stated in the contract, purchase order, or specifications, the bond only covers a 1 year parts and labor warranty. Any additional warranty will not be the responsibility of the Surety and will be the sole responsibility of Russ Bassett'.

RUSS BASSETT NON-MANUFACTURED PRODUCT WARRANTY INFORMATION

LINAK Lifting Columns

LINAK U.S. Inc. Lifting Columns are warranted for a period of five (5) years from the date of shipment.

Console Management System

Russ Bassett warrants that our Console Management System will be free from defects in material and workmanship to the original purchaser for three (3) years from the date of shipment.

Monitor Arms

Monitor Arms are warranted for ten (10) years from the date of shipment against defects in materials and workmanship. Monitor arms will be repaired or replaced under this warranty.

Lighting

LED Task Lighting is warranted for five (5) years from the date of shipment against defects in materials and workmanship. Task Lights will be repaired or replaced under this warranty.

Ambient and CPU LED Lights are warranted for three (3) years from the date of shipment against defects in materials and workmanship and will be repaired or replaced under this warranty.

Work Surface

Russ Bassett warrants that our work surfaces will be free from defects for up to ten (10) years from the date of shipment where we deem these products to have been subjected to normal use. This warranty applies to laminate work surfaces and substructures, solid edge and edge band, and all hardware.

Power, Data, and Cables

Power strips, desktop outlets, data keystones, and data and signal cables are warranted for five (5) years from the date of shipment and will be replaced under this warranty.

Laminate Products

Russ Bassett warrants that all laminate panels and case goods such as Lockers and Laminate storage cabinets will be free from defects for five (5) years from the date of shipment, where we deem these products to have been subjected to normal use.

Fabric Panels

Russ Bassett warrants that all fabric panels will be free from defects for five (5) years from the date of shipment, where we deem these products to have been subjected to normal use.

Acrylic Panels and Screens

Russ Bassett warrants that all acrylic panels and privacy dividers will be free from defects for five (5) years from the date of shipment, where we deem these products to have been subjected to normal use.

Iron Horse Seating

Heavy Duty Frame Warranty – Ten (10) Years from date of sale for 24-hour use.

All Other Structural Components – Coverage includes all mechanical components for a period of five (5) years from date of shipment for 24-hour use.

Armrests, Cushions, and Trim – Covered for three (3) years for normal wear and tear for 24-hour use. Abuse is not covered.

Casters - Covered for one (1) year for normal wear and tear for 24-hour use.

Russ Bassett Corporation Warranty Statement
This warranty applies to all Russ Bassett Console products purchased on or after January 1, 2016

Attachment E

PROVISIONS FOR ADDITIONAL DELAY CHARGES

Additional Russ Bassett Charges for Delays to Product Delivery and Installation Schedule:

The City understands, acknowledges and agrees that its change request to any established Product delivery or Installation date is disruptive and costly to Contractor regular manufacturing operation. Moreover, Contractor storage capacity is limited and any delay to the Product delivery date impairs Contractor ability to maintain its ongoing operations. Accordingly, in the event City discovers, at any time and for any reason, its Project Site will not be available to receive the Product on the Project delivery date, City shall immediately notify Contractor in writing. The Parties shall immediately meet to determine the impacts to the Project Schedule and revise the Project Schedule, in a writing signed by the Parties.

The City may request an extension of the Product delivery date within 30 days from the Effective Date of this Agreement without any additional charge, and provided the extended date is approved in a signed writing between the Parties. In the event of any City-requested change after the 30th day shall bind the City to an automatically-applied storage charge in the minimum sum of (a) \$.05 per square foot (as determined by Contractor) per day if room exists at Contractor manufacturing facility, and/or (b) Contractor actual storage and shipping charges, plus 10% overhead, for any necessary offsite storage, whichever individual or aggregate sum is greater. These costs will be the obligation of the City and will be invoiced as incurred. In addition, any costs incurred by Contractor installation team as the result of a change in schedule as described above, will be the obligation of the City and invoiced as incurred.