



## SERVICE AGREEMENT NO. 75323

### Utilities Lab Renovations/Upgrade Phase III

THIS **Utilities Lab Renovations/Upgrade Phase III Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and VWR International, LLC ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide Utilities Lab Renovations/Upgrade Phase III in response to Request for Bid/Proposal No. TXMAS-19-6601 ("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 Utilities Lab Renovations/Upgrade Phase III ("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 three months, with performance commencing upon the date of issuance of a notice to proceed from the Contract Administrator or the Contracts and Procurement Department. 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 by written amendment 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.** This Agreement is for an amount not to exceed \$99,760.40, 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. Contractor shall invoice no more frequently than once per month. 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. Any amount not expended during the initial term or any option period may, at the City's discretion, be allocated for use in the next option period.

Invoices will be mailed to the following address with a copy provided to the Contract Administrator:

City of Corpus Christi  
Attn: Accounts Payable  
P.O. Box 9277  
Corpus Christi, Texas 78469-9277

- 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: Diana Zertuche-Garza  
Department: Utilities Department  
Phone: (361) 826-1827  
Email: dianaG@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 that 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.** City may inspect all Services and products supplied before acceptance. Any Services or products 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.
- (C) Contractor warrants that all Services will be performed in accordance with the standard of care used by similarly situated contractors performing similar services.
- 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 30<sup>th</sup> 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 unless the subcontractors were named in the bid or proposal or in an Attachment to this Agreement, 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. The City may, at the City's sole discretion, choose not to accept Services performed by a subcontractor that was not approved in accordance with this paragraph.
- 13. Amendments.** This Agreement may be amended or modified only in writing executed by authorized representatives of both parties.
- 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 applicable 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: Diana Zertuche-Garza  
Title: Contracts/Fund Administrator  
Address: 2726 Holly Road, Corpus Christi, Texas 78415  
Phone: (361) 826-1827  
Fax: (361) 826-1715

**IF TO CONTRACTOR:**

VWR International, LLC  
Attn: Joshua Lemons  
Title: Estimator  
Address: 3021 Gateway Drive, Suite 280, Irving, Texas 75063  
Phone: (972) 819-7470  
Fax: (972) 753-1389

**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 comply with any of the terms 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. Owner's Manual and Preventative Maintenance.** Contractor agrees to provide a copy of the owner's manual and/or preventative maintenance guidelines or instructions if available for any equipment purchased by the City pursuant to this Agreement. Contractor must provide such documentation upon delivery of such equipment and prior to receipt of the final payment by the City.

- 20. 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.
- 21. 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.
- 22. 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).
- 23. 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 if required by said statute.
- 24. Governing Law.** Contractor agrees to comply with all federal, Texas, and City laws in the performance of this Agreement. 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. Public Information Act Requirements.** This paragraph applies only to agreements that have a stated expenditure of at least \$1,000,000 or that result in the expenditure of at least \$1,000,000 by the City. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the Contractor agrees that the contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.
- 26. 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.

**CONTRACTOR**

Signature: Ed Hensle/Kim

Printed Name: Ed Hensle

Title: VP Furniture

Date: 3/4/20

**CITY OF CORPUS CHRISTI**

\_\_\_\_\_  
Kim Baker  
Director of Contracts and Procurement

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

**Incorporated by Reference Only:**

- Exhibit 1: RFB/RFP No. TXMAS-19-6601
- Exhibit 2: Contractor's Bid/Proposal Response

## **ATTACHMENT A - SCOPE OF WORK**

**Project Name:** Lab Renovations/Upgrade Phase III

**Project Address:** 13101 Leopard St. (Water Utilities Lab Building)

**Scope of Work:**

**The contractor shall provide the following scope of work:**

- a. Labor, tools, materials, equipment, supervision, and insurance
- b. Coordinate installation with customer
- c. Disconnect the plumbing services to all sinks (where applicable)
- d. Demo the countertops and casework
- e. Haul materials to the dumpster (provided by the City of CC)
- f. Remove (1) snorkel, where applicable
- g. Unload all items of laboratory casework and inventory at the job site.
- h. Move lab equipment to room for installation
- i. Set, level, and anchor casework to the floor
- j. Install the following:
  - 1. Epoxy countertops and backsplashes
  - 2. Epoxy sinks
  - 3. Wall cabinets
  - 4. Deck mount turrets
  - 5. Metro Shelving
  - 6. Atlas Wall Shelving
  - 7. SS Cart
  - 8. Atlas Shelving
  - 9. Electrical Hat Channels
  - 10. Peg Board
  - 11. Base Molding
  - 12. Sink fixtures
  - 13. Cove base
- k. Provide and install ½" Type L copper and fittings from the sink fixtures to the existing isolation valves in plumbing chase. Reduce to 3/8" OD for final connections to fixtures.
- l. Provide and install 3/8" Polypropylene tubing and fittings from each DI fixture to an isolation valve in plumbing chase.
- m. Provide and install 1 ½" Schedule 40 PVC pipe and fittings from the tailpiece at each sink to the existing drain line in plumbing chase
- n. Clean cabinets and tops after installation is complete
- o. One-year warranty for all labor and materials provided by the vendor.



**The following exclusions shall be provided by the City of Corpus Christi:**

- a. Access to building during normal operating hours
- b. All large items to deliver with a liftgate
- c. Storage, lockup, and parking
- d. Mechanical and electrical connections
- e. Eyewashes at this time
- f. Wiremold
- g. Interior finishes wall repair
- h. Venting of Flammable and Acid Cabinets
- i. Floor repair (if needed)
- j. Return trips
- k. Dumpster
- l. Final cleaning of lab renovation area
- m. Any damages caused by other trades other than the contract vendor.

# QUOTATION

## Attachment B - Pricing/Schedule



Prepared For: Marisa B. Juarez

**Company:** City of Corpus WWTP  
Water Utilities Lab - City of Corpus Christi  
13101 Leopard St.  
Corpus Christi, TX 78410  
**Phone:** (361) 826-1201  
**Email:** marisaj@cctexas.com

**VWR Quote #:** JL-012119  
**Revision:** 3  
**Valid From:** 11/19/2019 **Valid To:** 12/31/2019  
**Prepared By:** Joshua Lemons  
**Phone:** (972) 819-7470  
**Email:** joshua.lemons@vwr.com  
3021 Gateway Drive  
Suite 280  
Irving, TX 75063

**THANK YOU FOR THE OPPORTUNITY TO  
EARN YOUR BUSINESS.** Submit Purchase  
Orders to: [VWRFurniture\\_Orders@vwr.com](mailto:VWRFurniture_Orders@vwr.com)  
or Fax to (972) 753-1389.

### Notes:

Items priced at or better than *TXMAS-19-6601*. Lead time is approximately (6) to (8) weeks after receipt of approved purchase order and a shop drawing by VWR, plus transit time. Transit time is typically (5) to (7) business days. Production levels vary and depending upon when an approved purchase order is received by VWR, lead time may fluctuate. Freight is absorbed by VWR. Non-Union/Non-Mechanical installation has been quoted for work to be performed on weekdays from 7:30 A.M. to 5:00 P.M. It will be the Buyer's responsibility to provide access to the project during these hours. Any work hours required other than noted above will be subject to additional charges.

Customer needs to chose the color of the cabinets before an order can be placed.

Quote is based on a 2019 order/delivery, if the order/delivery moves to 2020; an escalation charge of 6%, for delivery and material charge will be applied.

Line #	Qty	Catalog #	Finish	Unit Sell	Extended Sell
<b>ALL</b>					
1	1	MISC_FURN_STD 1" thick, Black Epoxy with 4" backsplash as needed. -		\$5,706.16	\$5,706.16
2	35	VFF-0862-04 VWR BASE MOLDING ADHES 48 -		\$4.97	\$173.95
3	12	VFF-1368-00 BASE MOLDING CORNER CLIP -		\$3.40	\$40.80
<b>Subtotals for ALL:</b>					<b>\$5,920.91</b>
<b>MICRO LAB</b>					
4	2	89409-946 VWR STARTER UNIT CHROME -		\$239.74	\$479.48
5	1	97015-746 GROMMET WIRE MAN 2.75IN RD BLK -		\$3.32	\$3.32
6	1	97048-678 SINK D30 DROP-IN BLACK -		\$187.40	\$187.40
7	1	CFA042260-A VWR APRON 1 DRW LF 22X60 -		\$263.60	\$263.60
8	2	CFA103130-A VWR KNEESPACE PANEL 31X30 -		\$71.31	\$142.62
9	1	CFA-2236-L VWR PEDESTAL LEG LF 22X36 -		\$107.77	\$107.77
10	1	CFA-2236-R VWR PEDESTAL LEG RT 22X36 -		\$107.77	\$107.77
11	3	CFC-2036-A VWR BASE UNIT 2 DR 36X22X36 -		\$575.31	\$1,725.93
12	1	CFC-2038-A VWR BASE UNIT 2 DR 48X22X36 -		\$581.90	\$581.90
13	1	CFD-2328-A VWR BASE UNIT 8 DWR 48X22X36 -		\$910.29	\$910.29

Line #	Qty	Catalog #	Finish	Unit Sell	Extended Sell
<b>MICRO LAB</b>					
14	1	CFE-2416-A VWR BASE UNIT 2DR/2DWR 36X22X36 -		\$688.06	\$688.06
15	1	CFE-2418-A VWR BASE UNIT 2DR/2DWR 48X22X36 -		\$712.92	\$712.92
16	1	CFE-2456-L VWR BASE UNIT 1DR-L/4DWR 36X22X36 -		\$769.45	\$769.45
17	1	CFG-2169-A VWR BASE UNIT 1DR-R CRN 24X22X36 -		\$655.00	\$655.00
18	1	CFL-0136-R VWR BASE UNIT REAR SCRIBE 36X1 -		\$16.58	\$16.58
19	1	CFL-0836-R VWR BASE UNIT REAR SCRIBE 36X8 -		\$34.82	\$34.82
20	2	CFL-3612-BA VWR BASE UNIT ADJ SCRIBE 36X12 -		\$106.10	\$212.20
21	1	DU-SO3R SINK OUTLET -		\$20.74	\$20.74
22	1	VFL412-8VB DECK MNT MIXING 8IN VB SWINGGN -		\$219.87	\$219.87
23	1	VFT-0372-00 WATER DISTILLED DECK MTD FIXTR -		\$239.47	\$239.47
24	4	VWR1L1236 VWR SHELF ONE LIP 12D 36W -		\$97.82	\$391.28
25	2	VWR1L1248 VWR SHELF ONE LIP 12D 48W -		\$107.77	\$215.54
26	2	VWRBB36 VWR BIN BAR 36W -		\$49.74	\$99.48
27	6	VWRBH12 VWR SHELF BRACKET HISD IND PK2 -		\$58.03	\$348.18
28	6	VWRWMUP48 VWR UPRIGHT ATLAS WALL MOUNT 48INCH -		\$99.47	\$596.82
<b>Subtotals for MICRO LAB:</b>					<b>\$9,730.49</b>
<b>TOC ROOM</b>					
29	1	59382-068 INDEX BUTTON (NITROGEN) -		\$1.13	\$1.13
30	1	89038-628 EXTRACTOR CEILING 2IN X 5FT -		\$363.71	\$363.71
31	1	89038-680 HOOD 3IN D METAL -		\$86.29	\$86.29
32	1	97048-678 SINK D30 DROP-IN BLACK -		\$187.40	\$187.40
33	1	CFA012224-A VWR APRON 1 DRW 22X24 -		\$184.05	\$184.05
34	1	CFA012230-A VWR APRON 1 DRW 22X30 -		\$205.60	\$205.60
35	1	CFA022254-A VWR APRON 2 DRW 22X54 -		\$308.40	\$308.40
36	1	CFA102524-A VWR KNEESPACE PANEL 25X24 -		\$69.63	\$69.63
37	1	CFA102530-A VWR KNEESPACE PANEL 25X30 -		\$72.97	\$72.97
38	1	CFA103124-A VWR KNEESPACE PANEL 31X24 -		\$67.98	\$67.98
39	1	CFA103130-A VWR KNEESPACE PANEL 31X30 -		\$71.31	\$71.31
40	1	CFA-2230-L VWR PEDESTAL LEG LF 22X30 -		\$96.16	\$96.16

Line #	Qty	Catalog #	Finish	Unit Sell	Extended Sell
<b>TOC ROOM</b>					
41	1	CFA-2236-L VWR PEDESTAL LEG LF 22X36 -		\$107.77	\$107.77
42	1	CFA-2236-R VWR PEDESTAL LEG RT 22X36 -		\$107.77	\$107.77
43	1	CF-C1518-00 VWR STAINLESS STEEL CART 15X18X6 -		\$399.53	\$399.53
44	1	CFD-1262-A VWR BASE UNIT 3 DWR PB 18X22X30 -		\$519.06	\$519.06
45	1	CFD-1304-A VWR BASE UNIT 4 DWR 24X22X30 -		\$565.37	\$565.37
46	2	CFD-2302-A VWR BASE UNIT 4 DWR 18X22X36 -		\$500.81	\$1,001.62
47	1	CFD-2304-A VWR BASE UNIT 4 DWR 24X22X36 -		\$565.32	\$565.32
48	1	CFD-2308-A VWR BASE UNIT 4 DWR 48X22X36 -		\$800.82	\$800.82
49	2	CFE-2415-A VWR BASE UNIT 2DR/2DWR 30X22X36 -		\$640.10	\$1,280.20
50	1	CFG-2006-A VWR BASE UNIT SINK 2DR 36X22X36 -		\$542.11	\$542.11
51	1	CFL-0136-C VWR BASE UNIT CNR SCRIBE 36X1 -		\$46.42	\$46.42
52	1	CFL-0136-E VWR BASE UNIT END SCRIBE 36X1 -		\$21.55	\$21.55
53	1	CFL-0236-R VWR BASE UNIT REAR SCRIBE 36X2 -		\$21.55	\$21.55
54	1	CFL-0336-C VWR BASE UNIT CNR SCRIBE 36X3 -		\$56.37	\$56.37
55	1	CFL-0830-R VWR BASE UNIT REAR SCRIBE 30X8 -		\$34.82	\$34.82
56	1	CFL-3012-BA VWR BASE UNIT ADJ SCRIBE 30X12 -		\$99.50	\$99.50
57	1	CFW20301324-A VWR WALL UNIT W/SWG GLZ DR 30X13X24 -		\$465.98	\$465.98
58	1	DU-SO3R SINK OUTLET -		\$20.74	\$20.74
59	2	CRT04-01X CUSTOM SS CART 18" X 24" X 28"H -		\$1,303.23	\$2,606.46
60	3	VFL-2030-00 WALL METAL ANGLE -		\$56.37	\$169.11
61	1	VFL412-8VB DECK MNT MIXING 8IN VB SWINGGN -		\$219.87	\$219.87
62	1	VFT-0372-00 WATER DISTILLED DECK MTD FIXTR -		\$239.47	\$239.47
<b>Subtotals for TOC ROOM:</b>					<b>\$11,606.04</b>
				<b>USD Total Sell:</b>	<b>\$27,257.44</b>
<b>Non-Union, Mechanical Installation with Meet and Unload:</b>					<b>\$8,816.67</b>
<b>USD Total:</b>					<b>\$36,074.11</b>

# QUOTATION



Prepared For: Marisa B. Juarez

**Company:** City of Corpus WWTP  
Water Utilities Lab - City of Corpus Christi  
13101 Leopard St.  
Corpus Christi, TX 78410  
**Phone:** (361) 826-1201  
**Email:** marisaj@cctexas.com

**VWR Quote #:** JL-082119  
**Revision:** 1  
**Valid From:** 11/20/2019 **Valid To:** 12/31/2019  
**Prepared By:** Joshua Lemons  
**Phone:** (972) 819-7470  
**Email:** joshua.lemons@vwr.com  
3021 Gateway Drive  
Suite 280  
Irving, TX 75063

**THANK YOU FOR THE OPPORTUNITY TO  
EARN YOUR BUSINESS.** Submit Purchase  
Orders to: [VWRFurniture\\_Orders@vwr.com](mailto:VWRFurniture_Orders@vwr.com)  
or Fax to (972) 753-1389.

## Notes:

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Customer needs to chose the color of the cabinets before an order can be placed.

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Line #	Qty	Catalog #	Finish	Unit Sell	Extended Sell
<b>ALL</b>					
1	1	MISC_FURN_STD		\$8,004.02	\$8,004.02
		1" THICK DURCON RESIN,BLACK -			
2	30	VFF-0862-04		\$4.97	\$149.10
		VWR BASE MOLDING ADHES 48 -			
3	9	VFF-1368-00		\$3.40	\$30.60
		BASE MOLDING CORNER CLIP -			
<b>Subtotals for ALL:</b>					<b>\$8,183.72</b>
<b>MAIN LAB</b>					
4	1	97006-004		\$62.82	\$62.82
		CUPSINK POLY OVAL BLACK -			
5	3	97048-678		\$187.40	\$562.20
		SINK D30 DROP-IN BLACK -			
6	1	97048-686		\$339.18	\$339.18
		SINK D59 DROP-IN BLACK -			
7	1	CFA012242-A		\$215.55	\$215.55
		VWR APRON 1 DRW 22X42 -			
8	1	CFA012248-A		\$336.60	\$336.60
		VWR APRON 1 DRW 22X48 -			
9	1	CFA103142-A		\$86.23	\$86.23
		VWR KNEESPACE PANEL 31X42 -			
10	1	CFA103148-A		\$86.23	\$86.23
		VWR KNEESPACE PANEL 31X48 -			
11	2	CFC-2036-A		\$575.31	\$1,150.62
		VWR BASE UNIT 2 DR 36X22X36 -			
12	1	CFC-2038-A		\$581.90	\$581.90
		VWR BASE UNIT 2 DR 48X22X36 -			
13	1	CFD-2304-A		\$565.32	\$565.32
		VWR BASE UNIT 4 DWR 24X22X36 -			

Line #	Qty	Catalog #	Finish	Unit Sell	Extended Sell
<b>MAIN LAB</b>					
14	1	<b>CFD-2318-A</b> VWR BASE UNIT 5 DWR 48X22X36 -		\$746.19	\$746.19
15	1	<b>CFD-2326-A</b> VWR BASE UNIT 8 DWR 36X22X36 -		\$832.21	\$832.21
16	1	<b>CFE-2404-A</b> VWR BASE UNIT 1DR-R/1DWR 24X22X36 -		\$464.32	\$464.32
17	1	<b>CFE-2404-L</b> VWR BASE UNIT 1DR-L/1DWR 24X22X36 -		\$466.00	\$466.00
18	1	<b>CFE-2415-A</b> VWR BASE UNIT 2DR/2DWR 30X22X36 -		\$640.10	\$640.10
19	1	<b>CFE-2416-A</b> VWR BASE UNIT 2DR/2DWR 36X22X36 -		\$688.06	\$688.06
20	8	<b>CFE-2418-A</b> VWR BASE UNIT 2DR/2DWR 48X22X36 -		\$712.92	\$5,703.36
21	1	<b>CFE-2456-L</b> VWR BASE UNIT 1DR-L/4DWR 36X22X36 -		\$769.45	\$769.45
22	2	<b>CFE-2458-L</b> VWR BASE UNIT 1DR-L/4DWR 48X22X36 -		\$832.21	\$1,664.42
23	2	<b>CFG-20452A</b> VWR BASE UNIT SINK 2DR 52X22X36 -		\$975.05	\$1,950.10
24	2	<b>CFG-2085-A</b> VWR BASE UNIT FH 2DR 30X22X36 -		\$421.10	\$842.20
25	3	<b>CFG-2169-A</b> VWR BASE UNIT 1DR-R CRN 24X22X36 -		\$655.00	\$1,965.00
26	1	<b>CFK-MS52-A</b> SINK SUPPORT UNDERMOUNT 52INCH L -		\$48.08	\$48.08
27	4	<b>CFL-3612-BA</b> VWR BASE UNIT ADJ SCRIBE 36X12 -		\$106.10	\$424.40
28	4	<b>DU-SO3R</b> SINK OUTLET -		\$20.74	\$82.96
29	2	<b>E60C352221-</b> BC-1 RH DR 1 DWR-35Hx22Dx21L -		\$691.50	\$1,383.00
30	1	<b>KV05F282460GNV</b> VENTURI HOOD GP BENCH 24 DEEP 60 WIDE -		\$4,910.31	\$4,910.31
31	1	<b>KVBTR012460-A</b> WORKTOP KEMRESIN D24 X L60IN CS -		\$611.77	\$611.77
32	1	<b>VFL412-8BH</b> DECK MNT MIXING 8IN ADA -		\$183.13	\$183.13
33	3	<b>VFL412-8VB</b> DECK MNT MIXING 8IN VB SWINGGN -		\$219.87	\$659.61
34	4	<b>VFT-0372-00</b> WATER DISTILLED DECK MTD FIXTR -		\$239.47	\$957.88
35	4	<b>VWR1L1848</b> VWR SHELF ONE LIP 18D 48W -		\$134.29	\$537.16
36	24	<b>VWRBH12</b> VWR SHELF BRACKET HISD IND PK2 -		\$58.03	\$1,392.72
37	4	<b>VWRBH18</b> VWR SHELF BRACKET HI SIDE18IND -		\$67.97	\$271.88
38	3	<b>VWRBU24</b> VWR BRACKET UMBRELA SHLF 24D -		\$89.53	\$268.59
39	8	<b>VWRC48</b> VWR COLUMN UPRIGHT 48H -		\$217.19	\$1,737.52
40	1	<b>VWRECP2932</b> VWR PEGBOARD END MNT 32W 29H -		\$596.85	\$596.85
41	12	<b>VWRNL1248</b> VWR SHELF NO LIPS 12D 48W -		\$102.82	\$1,233.84
42	12	<b>VWRNL1260</b> VWR SHELF NO LIPS 12D 60W -		\$114.40	\$1,372.80

Line #	Qty	Catalog #	Finish	Unit Sell	Extended Sell
<b>MAIN LAB</b>					
43	3	VWRNLU2448		\$174.06	\$522.18
		VWR SHELF UMBRL NO LIP24D 48W -			
44	3	VWRNLU2460		\$190.65	\$571.95
		VWR SHELF UMBRL NO LIP24D 60W -			
45	4	VWRWMUP48		\$99.47	\$397.88
		VWR UPRIGHT ATLAS WALL MOUNT 48INCH -			
<b>Subtotals for MAIN LAB:</b>					<b>\$38,882.57</b>

USD Total Sell:	\$47,066.29
Non-Union, Non-Mechancial Installation with Meet and Unload:	\$14,970.00
Installation Alternate #1:	\$1,650.00

USD Total:

\$63,686.29

Total

\$99,760.40

## EXHIBIT

### INSURANCE REQUIREMENTS

#### I. CONTRACTOR'S LIABILITY INSURANCE

- A. Contractor must not commence work under this agreement until all insurance required has been obtained and such insurance has been approved by the City. Contractor must not allow any subcontractor Agency to commence work until all similar insurance required of any subcontractor Agency has been obtained.
- B. Contractor must furnish to the City's Risk Manager and Contract Administer one (1) copy of Certificates of Insurance (COI) 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 is required on all applicable policies. **Endorsements** must be provided with COI. Project name and or number must be listed in Description Box of COI.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-written day notice of cancellation, required on all certificates or by applicable policy endorsements	<b>Bodily Injury and Property Damage</b> 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
AUTO LIABILITY (including) 1. Owned 2. Hired and Non-Owned 3. Rented/Leased	\$1,000,000 Combined Single Limit
WORKERS' COMPENSATION	Statutory
EMPLOYER'S LIABILITY	\$500,000 /\$500,000 /\$500,000

- C. In the event of accidents of any kind related to this agreement, 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 an amount sufficient to assure that all workers' compensation obligations incurred by the Contractor will be promptly met.
- 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 a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Contractor shall pay any costs incurred resulting from said changes. All notices under this Article 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, volunteers, and elected representatives as additional insured by endorsement, as respects operations, completed operation 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 suspension, cancellation, non-renewal or material change 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 suspension, cancellation, or non-renewal 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 remove the exhibit hereunder, and/or withhold any payment(s) if any, 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 agreement.
- 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 agreement.
- I. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this agreement.

2019 Insurance Requirements

Ins. Req. Exhibit **4-B**

Contracts for General Services – Services Performed Onsite

04/26/2019 Risk Management – Legal Dept.

#### **ATTACHMENT D: WARRANTY REQUIREMENTS**

One-year warranty for all Labor, materials, and installation provided by the vendor.

The warranty shall commence on the date of acceptance of the work by the Contract administrator. The remedy of the breach of warranty shall require the Contractor to correct or replace any defects found in materials and parts provided or for the correction of faulty workmanship.