

June 24, 2021
Item No. 9.4.
City Hall Furniture Purchase

Sponsor: Emily Fisher, Assistant Director of Public Works

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding the approval of a general services contract with Marnoy Interest, LTD dba OP in the amount of \$1,616,029.91 for furniture and other services for the new city hall project.

Relationship to Strategic Goals:

1. Core Services and Infrastructure

Recommendation(s): Staff recommends approval.

Summary: This contract with OP includes the purchase and installation of all new furniture for the new city hall building. The contract also includes moving services for staff from existing offices to the new building.

Furnishings including in this purchase include workstations and office furniture, conference room tables and chairs, reception area furniture, break room furniture and all other ancillary furniture for the building.

Moving services will assist staff in moving other items, such as files, books, and other small furniture items that are needed in the new building.

Fiscal services is managing the auction and/or disposal of furnishings no longer needed in the existing city hall.

Budget & Financial Summary: Budget in the amount of \$39,300,000 is included for this project in the Facilities and Technology Capital Improvement Projects Fund. A total of \$30,179,234 has been committed or spent to date, leaving a balance of \$9,120,766 for this contract and future expenses.

Attachments:

1. 48599 TOTAL PROPOSAL 6.02
2. 21300566 -- BW(CC6.24.21)



Proposal

OP
 10030 Bent Oak Drive
 Houston, TX 77040
 Phone: 713-803-0000
 Fax: 713-803-0001
 www.ophouston.com

Order Number	48599
Project Number	941
Date	06/02/2021
Customer PO Number	
Customer Account	CITCOL
Salesperson	Ryan Hargrove
Terms	50% DEPOSIT NET 30
Page	1 of 4

Products quoted on this proposal are considered "special order" as they are configured and specified in finishes and materials specific to this project. These products are not returnable, refundable, or subject to change unless agreed to by the manufacturer. All products are subject to each manufacturer's policy on changes and returns. Any freight, handling, or restocking charges required to process changes shall be the responsibility of the Buyer.

B City of College Station
I P.O. Box 9960
L College Station, TX 77842
L

T ATTN: Ryan Key
O Phone: 979-450-1589
 Email: rkey@cstx.gov

S City of College Station
H 1101 Texas Avenue
I College Station, TX 77840
P

T ATTN: Ryan Key
O Phone: 979-450-1589
 Email: rkey@cstx.gov

City of College Station
City Hall Building

Deliver and install per provided schedule and highlighted plan sent to College Station. To be installed in one continuous phase (stations and ancillary). Space to be clear and readily available upon date of work. Should any significant delays occur, unaccounted for, all additional labor is to be billed per man per hour in the form of a change order. Specifications are based on the approved drawings, specifications, and finishes submitted. Installation to occur with starting on level 3, then level 2 and level 1. OP will start with workstations and private offices.

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 2020000622

LABOR OR SCOPE CHANGES:

- Labor Services quoted below are based on the stated scope of work.
- Should scope of work change, labor services quoted costs will be adjusted accordingly.
- Should job site conditions or circumstances beyond the control of OP require the need for additional services such as overtime, multiple phases or compressed installation schedule, additional labor costs shall become billable and will be brought to the attention of the Buyer in the form of a change order based on the applicable hourly rates.

OP Team Members:

A+D Representative, Charlotte McFadden, CMcFadden@OPHouston.com, 713-595-0575
 Sales, Ryan Hargrove, rhargrove@ophouston.com, 713-595-0689
 Sales Account Coordinator, Cailin Kavanagh, ckavanagh@ophouston.com,
 Sales Account Coordinator, Monica Morrill, MMorrill@OPHouston.com, 713-249-1211
 Project Manager, Kelli Smith, ksmith@ophouston.com, 281-734-4827
 Designer, Sarah Lacy, slacy@ophouston.com, 713-595-0514

Line	Quantity	Description	Unit Price	Extended Amount
86	1.00 Each	OP Misc LEVEL 1 LEVEL 1	505,480.65	505,480.65
87	1.00 Each	OP Misc LEVEL 2 LEVEL 2	424,578.28	424,578.28
88	1.00 Each	OP Misc LEVEL 3 LEVEL 3	595,632.47	595,632.47
89	1.00 Each	OP Misc MOVE SERVICES	75,000.00	75,000.00



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		MOVE SERVICES		
90	1.00 Each	OP Misc ELEVATOR-- ELEVATOR NOT READY :Stair Carry upcharge	15,338.51	15,338.51

Order Sub-Total : \$1,616,029.91

PLEASE REVIEW THIS QUOTATION AND NOTIFY US PROMPTLY OF ANY CORRECTIONS REQUIRED
 THANK YOU FOR THE OPPORTUNITY TO BE OF SERVICE
 PRICING EXPIRES 30 DAYS FROM PROPOSAL DATE



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Terms And Conditions

PRICES:

- Prices in this proposal are based on Manufacturer's list prices and will be held for 30 days from Proposal Date.
- Should project size or scope change, list prices and discounts may be subject to change accordingly.
- Unit Product prices are for product only and all services including Design, Project Management, Delivery, Installation and Freight are priced separately as per the enclosed detailed quote.
- Prices in this proposal are for all new products and do not include costs for relocation/disposal of existing furniture. NOTE: OP will be happy to provide for this if required and more detailed information is provided about the existing furniture.

CANCELLATION OR CHANGES:

- Order cancellation or changes shall be subject to each manufacturer's change and cancellation policy.
- Products quoted on this proposal are considered "special order" as they are configured and specified in finishes and materials specific to this project. These products are not returnable, refundable, or subject to change unless agreed to by the manufacturer. All products are subject to each manufacturer's policy on changes and returns. Any freight, handling, or restocking charges required to process changes shall be the responsibility of the Buyer.

DELIVERY AND INSTALLATION CONDITIONS:

- Labor services for any additional work required will be quoted based on the following hourly rates:
 - Standard installation rate is \$48.00 per man hour and Overtime installation rate is \$72.00 per man hour
 - Normal business hours of installation are defined as Monday through Friday 7:30am to 4:30pm
 - Sunday/Holiday rate is \$96.00 per man hour
- The installation space shall provide an adequate staging area for all products ordered, access to a freight elevator and loading dock.
- The installation space shall be substantially complete with regard to construction, including carpet, cove base and ceiling work and shall be free and clear of construction trades except electricians and voice/data cabling contractors connecting and cabling the furniture.
- If changes are required that result in the need for additional overtime, multiple phases or a compressed installation schedule or if circumstances beyond the control of OP dictate, additional labor costs will be presented via an Additional Services Form along with a quote based on applicable hourly rates.
- Buyer shall make arrangements for a licensed electrician to be present for hard wiring of the electrical power whips and for voice/data cabling contractor for routing of any data/communication cabling through the furniture.
- As applicable, Electrical connections to the building structure and any necessary permitting of furniture electrical are not included in this scope.
- As applicable, Within the City of Houston or any other jurisdiction which may require it, Buyer shall make arrangements for a licensed electrician to obtain necessary permits required for the furniture electrical as well as make all power connections and install all receptacles within the furniture.
- As applicable, Voice and Data communication cabling within the furniture are not included in this scope.



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- Special Note Regarding Stone Tops
 - Due to the fragile nature of stone products, larger stone pieces will be moved, delivered and installed by a qualified stone installation company. OP will coordinate and make every effort to provide the appropriate level of service.

DELAYS:

- If product cannot be delivered and installed at the job site as scheduled and agreed upon, OP will notify buyer immediately, re-route the products, off-load, unpack and inspect all goods for potential freight damage, file any applicable freight claims if necessary and store products in our warehouse until site is ready to receive products.
- Any product requiring re-routing due to circumstance beyond the control of OP will be subject to double handling costs and/or potential applicable storage fees. If storage fees become applicable, Buyer will be notified and a separate proposal will be provided
- All product will be invoiced as received at OP.

ADDITIONAL PAYMENT TERMS:

- 100% deposit will be required pending credit approval if current terms indicate "pending credit verification".
- Visa, MasterCard and American Express are accepted forms of payments for purchases up to \$5,000. Credit card payments will be processed 100% at time of order entry.
- Invoicing occurs after the initial walk-through/Punch List has been approved by the Buyer or upon substantial completion of project.
- 10% of Invoice may be withheld until Punch List is resolved.
- Should other invoicing procedures be required, please notify Accounts Receivable at OP.

SECURITY INTEREST:

- OP retains title (a security interest) to this furniture until it is paid for in full. Customer hereby grants OP a security interest in any and all furniture, fixtures, supplies and product provided to Customer by OP (the "Collateral") and any and all proceeds from such Collateral. Such Collateral is more fully described in the attached specifications. The security interest is hereby granted to secure the payment of any and all indebtedness of Customer to OP for the Collateral provided.

SAFETY: Please inform OP if there are any safety requirements that must be completed prior to the install.

Customer Signature

Date

Name



CITY OF COLLEGE STATION
Home of Texas A&M University®

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 21300566 PROJECT#: GG1801 BID/RFP/RFQ#: _____

Project Name / Contract Description: General Service Contract for Purchase & Installation & Moving Services of the Furniture Package for City Hall

Name of Contractor: Marnoy Interest, LTD dba OP

CONTRACT TOTAL VALUE: \$ 1,616,029.91 Grant Funded Yes No
If yes, what is the grant number:

Debarment Check Yes No N/A Davis Bacon Wages Used Yes No N/A
Section 3 Plan Incl. Yes No N/A Buy America Required Yes No N/A
Transparency Report Yes No N/A

NEW CONTRACT RENEWAL # _____ CHANGE ORDER # _____ OTHER _____

BUDGETARY AND FINANCIAL INFORMATION (Include number of bids solicited, number of bids received, funding source, budget vs. actual cost, summary tabulation)

This will be funded in the project for City Hall (GG1801). Utilizing Omnia Contract - 2020000622

(If required)*
CRC Approval Date*: _____ **Council Approval Date*:** 6/24/21 **Agenda Item No*:** _____

--Section to be completed by Risk, Purchasing or City Secretary's Office Only--

Insurance Certificates: _____ **Performance Bond:** n/a **Payment Bond:** n/a **Info Tech:** n/a

SIGNATURES RECOMMENDING APPROVAL

DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT DATE

LEGAL DEPARTMENT DATE

ASST CITY MGR – CFO DATE

APPROVED & EXECUTED

CITY MANAGER DATE

n/a

MAYOR (if applicable) DATE

n/a

CITY SECRETARY (if applicable) DATE

CITY SECRETARY (if applicable) DATE

Original(s) sent to CSO on _____ Scanned into Laserfiche on _____ Original(s) sent to Fiscal on _____

**CITY OF COLLEGE STATION
GENERAL SERVICE CONTRACT**

This General Service Contract is by and between the **City of College Station**, a Texas Home-Rule Municipal Corporation (the “City”) and **Marnoy Interests, LTD dba OP** (the “Contractor”), for the following work:
Purchase and installation of new City Hall
as described in the Scope of Services attached as **Exhibit “A”**.

**ARTICLE I
PAYMENT AND TERM**

1.01 Consideration. In consideration for the services performed in the Scope of Services and Contractor’s Completion of work in conformity with this Contract, the City shall pay the Contractor an amount not to exceed One million six hundred sixteen thousand twenty-nine **and 91 /100 Dollars** (**\$ 1,616,029.91**).

1.02 Payment Application. Within **seven (7)** calendar days of completion of the services the Contractor will submit its payment application to the City.

1.03 City’s Payment and Approval. The City will pay Contractor as shown in **Exhibit “B”** Payment Schedule, for the services performed no later than **thirty (30)** calendar days from the date of the City’s receipt of the payment application and the City’s approval of the services.

1.04 Time is of the Essence. The Contractor must complete all the services described in the Scope of Services by the following dates:
Fiscal Year 2022.

OR
 1.04 Term. The initial term of the Contract is for one (1) year with the option to renew for two (2) additional one (1) year terms for a total of three (3) years. Any renewal must be in writing and executed by the parties.

1.05 Executed Contract. The “Notice to Proceed” will not be given nor shall any work commence until this Contract is fully executed and all exhibits and other attachments are completely executed and attached to the Contract.

**ARTICLE II
CHANGE ORDERS**

2.01 Changes will not be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid, except upon the prior written order from authorized personnel of the City. The Contractor will not execute change orders on behalf of the City

or otherwise alter the financial scope of the services except in the event of a duly authorized change order approved by the City as provided in this Contract.

- (a) **City Manager Approval.** When the original Contract amount plus all change orders is \$100,000 or less, the City Manager or his designee may approve the written change order provided the change order does not increase the total amount set forth in the Contract to more than \$100,000. For such contracts, when a change order results in a total contract amount that exceeds \$100,000, the City Council of the City must approve such change order prior to commencement of the services or work; and
- (b) **City Council Approval.** When the original contract amount plus all change orders is greater than \$100,000, the City Manager or his designee may approve the written change order provided the change order does not exceed \$50,000. For such contracts, when a change order exceeds \$50,000, the City Council of the City must approve such change order prior to commencement of the services or work. The sum of all change orders may not exceed 25% of the original contract amount.
- (c) **Increase in Scope.** Any request by the Contractor for an increase in the Scope of Services and an increase in the amount listed in Article I of this Contract shall be made and approved by the City prior to the Contractor providing such services or the right to payment for such additional services shall be waived.
- (d) **Dispute.** If there is a dispute between the Contractor and the City respecting any service provided or to be provided hereunder by the Contractor, including a dispute as to whether such service is additional to the Scope of Services included in this Contract, the Contractor agrees to continue providing on a timely basis all services to be provided by the Contractor hereunder, including any service as to which there is a dispute.

ARTICLE III INDEPENDENT CONTRACTOR AND SUBCONTRACTORS

3.01 Independent Contractor. It is understood and agreed by the parties that the Contractor is an independent contractor retained for the services described in the Scope of Services. The Contractor shall be solely responsible for and have control over the means, methods, techniques and procedures, and for coordination of all portions of the work or services. Unless otherwise provided in the Contract, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the work or services. In addition, at the appropriate times, the Contractor shall arrange and bear cost of tests, inspections, and approvals of portions of the work or services required by the Contract or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. The City will not control the manner or the means of the Contractor's performance, but shall be entitled to a work product as in the Scope of Services. The City will not be responsible for reporting or paying employment taxes or other similar levies that

may be required by the United States Internal Revenue Service or other State or Federal agencies. This Contract does not create a joint venture.

3.02 Subcontractor. The term “subcontractor” shall mean and include only those hired by and having a direct contact with Contractor for performance of work or services on the Project. The City shall have no responsibility to any subcontractor employed by a Contractor for performance of work or services on the Project, and all subcontractors shall look exclusively to the Contractor for any payments due. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the City.

ARTICLE IV INSURANCE

4.01 The Contractor shall procure and maintain, at its sole cost and expense for the duration of this Contract, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services performed by the Contractor, its officers, agents, volunteers, and employees.

4.02 The Contractor’s insurance shall list the City of College Station, its officers, agents, volunteers, and employees as additional insureds. More specifically, the following shall be required. Certificates of insurance evidencing the required insurance policies are attached in **Exhibit “C”**.

During the term of this Agreement Contractor’s insurance policies shall meet the minimum requirements of this section.

4.03 Types. Contractor shall have the following types of insurance:

- (a) Commercial General Liability;
- (b) Business Automobile Liability; and
- (c) Workers' Compensation/Employer’s Liability.

4.04 General Requirements Applicable to All Policies. The following General requirements applicable to all policies shall apply:

- (a) Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent.
- (b) Certificates of Insurance and endorsements shall be furnished on the most current State of Texas Department of Insurance-approved forms to the City’s Representative at the time of execution of this Agreement; shall be attached to this Agreement as **Exhibit C**; and shall be approved by the City before work begins.
- (c) Contractor shall be responsible for all deductibles on any policies obtained in compliance with this Agreement. Deductibles shall be listed on the Certificate of Insurance and are acceptable on a per-occurrence basis only.

- (d) The City will accept only licensed Insurance Carriers authorized to do business in the State of Texas.
- (e) The City will not accept “claims made” policies.
- (f) Coverage shall not be suspended, canceled, non-renewed or reduced in limits of liability before thirty (30) days written notice has been given to the City.

4.05 Commercial General Liability. The following Commercial General Liability requirements shall apply:

- (a) General Liability insurance shall be written by a carrier rated “A:VIII” or better under the current A. M. Best Key Rating Guide.
- (b) Policies shall contain an endorsement listing the City as Additional Insured and further providing “primary and non-contributory” language with regard to self-insurance or any insurance the City may have or obtain.
- (c) Limits of liability must be equal to or greater than \$1,000,000 per occurrence for bodily injury and property damage, with an annual aggregate limit of \$2,000,000.00. Limits shall be endorsed to be per project.
- (d) No coverage shall be excluded from the standard policy without notification of individual exclusions being submitted for the City’s review and acceptance.
- (e) The coverage shall not exclude the following: premises/operations with separate aggregate; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein) Host Liquor Liability, and Personal & Advertising Liability.

4.06 Business Automobile Liability. The following Business Automobile Liability requirements shall apply:

- (a) Business Automobile Liability insurance shall be written by a carrier rated “A:VIII” or better under the current A. M. Best Key Rating Guide.
- (b) Policies shall contain an endorsement listing the City as Additional Insured and further providing “primary and non-contributory” language with regard to self-insurance or any insurance the City may have or obtain.
- (c) Combined Single Limit of Liability not less than \$1,000,000 per occurrence for bodily injury and property damage.
- (d) The Business Auto Policy must show Symbol 1 in the Covered Autos Portion of the liability section in Item 2 of the declarations page.
- (e) The coverage shall include any autos, owned autos, leased or rented autos, non-owned autos, and hired autos.

4.07 Workers’ Compensation/Employer’s Liability Insurance. The following Workers’ Compensation Insurance shall include the following terms:

- (a) Employer's Liability minimum limits of liability not less than \$1,000,000 for each accident/each disease/each employee are required;
- (b) "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy; and
- (c) TEXAS must appear in Item 3A of the Workers' Compensation coverage or Item 3C must contain the following: "All States except those named in Item 3A and the States of NV, ND, OH, WA, WV, and WY".

ARTICLE V INDEMNIFICATION AND RELEASE

5.01 Indemnification. The Contractor shall indemnify, hold harmless, and defend the City, its Council members, officials, officers, agents, volunteers, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorneys' fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work or services done by the Contractor under this Contract. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Contractor, or any third party. There shall be no additional indemnification other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

5.02 Release. The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its Council members, officials, officers, agents, volunteers, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Contractor's work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the Contractor, or any third party. There shall be no additional release or hold harmless provision other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

ARTICLE VI GENERAL TERMS

6.01 Performance. Contractor, its employees, associates, or subcontractors shall perform all the work or services described in the Scope of Services in a good, workmanlike, and professional manner and in accordance with this Contract, and all applicable laws, codes, and regulations. Contractor shall be fully qualified and competent to perform the work or services. Contractor shall undertake and complete the work or services in a timely manner.

6.02 Termination. The City may terminate the Project and this Contract, at any time, for convenience. In the event of such termination the City will notify the Contractor in writing and the Contractor shall cease work immediately. Contractor shall be compensated for the work or services performed. Should the City terminate this Contract for convenience, the City shall pay Contractor for the work or services performed and expenses incurred before the date of termination.

6.03 Venue. This Contract has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Brazos County, Texas.

6.04 Amendment. This Contract may only be amended by written instrument approved and executed by the parties.

6.05 Taxes. The City is exempt from payment of state and local sales and use taxes on labor and materials incorporated into the project. If necessary, it is the Contractor's responsibility to obtain a sales tax permit, resale certificate, and exemption certificate that shall enable the Contractor to buy any materials to be incorporated into the project and then resell the aforementioned materials to the City without paying the tax on the materials at the time of purchase.

6.06 Compliance with Laws. The Contractor will comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control Act (IRCA). The Contractor may not knowingly obtain the labor or services of an undocumented worker. The Contractor, not the City, must verify eligibility for employment as required by IRCA.

6.07 Waiver of Terms. No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent waiver or deferral of the same term or condition.

6.08 Assignment. This Contract and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of City.

6.09 Invalidity. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provision or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.

6.10 Prioritization. Contractor and City agree that City is a political subdivision of the State of Texas and is thus subject to certain laws. Because of this there may be documents or portions thereof added by Contractor to this Agreement as exhibits that conflict with such laws, or that conflict with the terms and conditions herein excluding the additions by Contractor. In either case, the applicable law or the applicable provision of this Agreement excluding such conflicting addition by Contractor shall prevail. The parties understand this section comprises part of this Agreement without necessity of additional consideration.

6.11 Entire Agreement. This Contract represents the entire and integrated agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may only be amended by written instrument approved and executed by the parties.

6.12 Agree to Terms. The parties state that they have read the terms and conditions of this Contract and agree to the terms and conditions contained in this Contract.

6.13 Effective Date. This Contract goes into effect when duly approved by all the parties hereto.

6.14 Notice. Any official notice under this Contract will be sent to the following addresses:

CITY OF COLLEGE STATION

MARNOY INTERESTS LTD. dba OP

Attn: Ryan Key

Attn: Ryan Hargrove

PO BOX 9960

10030 Bent Oak Drive

1101 Texas Ave

Houston TX 77040

College Station, TX 77842

rhargrove@ophouston.com

rkey@cstx.gov

6.15 Severability. In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and in lieu of each provision that is invalid, illegal or unenforceable, there shall be added a new provision to this Contract as similar in terms to such invalid, illegal, or unenforceable provision as may be possible and yet be valid, legal and enforceable, by means of good faith negotiation by the Parties to this Contract or by reform by a court of competent jurisdiction.

6.16 Duplicate Originals. The parties may execute this Contract in duplicate originals, each of equal dignity.

6.17 Exhibits. All exhibits to this Contract are incorporated and made part of this Agreement for all purposes.

6.18 Verification No Boycott Israel. To the extent this Contract is considered a contract for goods or services subject to § 2270.002 Texas Government Code, Contractor verifies that it i) does not boycott Israel; and ii) will not boycott Israel during the term of this Contract.

List of Exhibits

- A. Scope of Services
- B. Payment Schedule
- C. Certificates of Insurance

MARNOY INTEREST, LTD
dba OP

CITY OF COLLEGE STATION

By: _____

Printed Name: _____

Title: _____

By: _____

City Manager

Date: _____

APPROVED:

City Attorney

Date: _____

Assistant City Manager/CFO

Date: _____

EXHIBIT A
SCOPE OF SERVICES

The terms and conditions of this Contract shall take precedence and control over any term or provision of the Scope of Services that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.

Deliver, Install and Labor for moving new furniture for City Hall (new).

Installation will be one continuous phase (stations and ancillary. Space will need to be clear and readily available. Installation will occur with starting on level 3, then level 2 and level 1. OP will start with workstations and private offices.

EXHIBIT B
PAYMENT SCHEDULE

The Contractor must submit *monthly* invoices to the City, accompanied by an explanation of charges, fees, services, and expenses. The City will pay such invoices in compliance with the Texas Prompt Payment Act.

-OR-

Payment is a fixed fee in the amount listed in Article I of this Contract. This amount shall be payable by the City pursuant to the schedule listed below and upon completion of the services and written acceptance by the City. The City will pay such invoices in compliance with the Texas Prompt Payment Act.

Schedule of Payment for each phase:



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Deliver and install per provided schedule and highlighted plan sent to College Station. To be installed in one continuous phase (stations and ancillary). Space to be clear and readily available upon date of work. Should any significant delays occur, unaccounted for, all additional labor is to be billed per man per hour in the form of a change order. Specifications are based on the approved drawings, specifications, and finishes submitted. Installation to occur with starting on level 3, then level 2 and level 1. OP will start with workstations and private offices.

Omnia Contract -
 2020000622

LABOR OR SCOPE CHANGES:

- Labor Services quoted below are based on the stated scope of work.
- Should scope of work change, labor services quoted costs will be adjusted accordingly.
- Should job site conditions or circumstances beyond the control of OP require the need for additional services such as overtime, multiple phases or compressed installation schedule, additional labor costs shall become billable and will be brought to the attention of the Buyer in the form of a change order based on the applicable hourly rates.

OP Team Members:
 A+D Representative, Charlotte McFadden, CMcFadden@OPHouston.com, 713-595-0575
 Sales, Ryan Hargrove, rhargrove@ophouston.com, 713-595-0689
 Sales Account Coordinator, Cailin Kavanagh, ckavanagh@ophouston.com,
 Sales Account Coordinator, Monica Morrill, MMorrill@OPHouston.com, 713-249-1211
 Project Manager, Kelli Smith, ksmith@ophouston.com, 281-734-4827
 Designer, Sarah Lacy, slacy@ophouston.com, 713-595-0514

Line	Quantity	Description	Unit Price	Extended Amount
86	1.00 Each	OP Misc LEVEL 1 LEVEL 1	505,480.65	505,480.65
87	1.00 Each	OP Misc LEVEL 2 LEVEL 2	424,578.28	424,578.28
88	1.00 Each	OP Misc LEVEL 3 LEVEL 3	595,632.47	595,632.47
89	1.00 Each	OP Misc MOVE SERVICES	75,000.00	75,000.00



Proposal

OP
10030 Bent Oak Drive
Houston, TX 77040
Phone: 713-803-0000
Fax: 713-803-0001
www.ophouston.com

Order Number	48599
Project Number	941
Date	06/02/2021
Customer PO Number	
Customer Account	CITCOL
Salesperson	Ryan Hargrove
Terms	50% DEPOSIT NET 30
Page	2 of 4

		MOVE SERVICES		
90	1.00 Each	OP Misc ELEVATOR-- ELEVATOR NOT READY :Stair Carry upcharge	15,338.51	15,338.51

Order Sub-Total : **\$1,616,029.91**

PLEASE REVIEW THIS QUOTATION AND NOTIFY US PROMPTLY OF ANY CORRECTIONS REQUIRED
 THANK YOU FOR THE OPPORTUNITY TO BE OF SERVICE
 PRICING EXPIRES 30 DAYS FROM PROPOSAL DATE



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Terms And Conditions

PRICES:

- Prices in this proposal are based on Manufacturer's list prices and will be held for 30 days from Proposal Date.
- Should project size or scope change, list prices and discounts may be subject to change accordingly.
- Unit Product prices are for product only and all services including Design, Project Management, Delivery, Installation and Freight are priced separately as per the enclosed detailed quote.
- Prices in this proposal are for all new products and do not include costs for relocation/disposal of existing furniture. NOTE: OP will be happy to provide for this if required and more detailed information is provided about the existing furniture.

CANCELLATION OR CHANGES:

- Order cancellation or changes shall be subject to each manufacturer's change and cancellation policy.
- Products quoted on this proposal are considered "special order" as they are configured and specified in finishes and materials specific to this project. These products are not returnable, refundable, or subject to change unless agreed to by the manufacturer. All products are subject to each manufacturer's policy on changes and returns. Any freight, handling, or restocking charges required to process changes shall be the responsibility of the Buyer.

DELIVERY AND INSTALLATION CONDITIONS:

- Labor services for any additional work required will be quoted based on the following hourly rates:
 - Standard installation rate is \$48.00 per man hour and Overtime installation rate is \$72.00 per man hour
 - Normal business hours of installation are defined as Monday through Friday 7:30am to 4:30pm
 - Sunday/Holiday rate is \$96.00 per man hour
- The installation space shall provide an adequate staging area for all products ordered, access to a freight elevator and loading dock.
- The installation space shall be substantially complete with regard to construction, including carpet, cove base and ceiling work and shall be free and clear of construction trades except electricians and voice/data cabling contractors connecting and cabling the furniture.
- If changes are required that result in the need for additional overtime, multiple phases or a compressed installation schedule or if circumstances beyond the control of OP dictate, additional labor costs will be presented via an Additional Services Form along with a quote based on applicable hourly rates.
- Buyer shall make arrangements for a licensed electrician to be present for hard wiring of the electrical power whips and for voice/data cabling contractor for routing of any data/communication cabling through the furniture.
- As applicable, Electrical connections to the building structure and any necessary permitting of furniture electrical are not included in this scope.
- As applicable, Within the City of Houston or any other jurisdiction which may require it, Buyer shall make arrangements for a licensed electrician to obtain necessary permits required for the furniture electrical as well as make all power connections and install all receptacles within the furniture.
- As applicable, Voice and Data communication cabling within the furniture are not included in this scope.



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- Special Note Regarding Stone Tops
 - Due to the fragile nature of stone products, larger stone pieces will be moved, delivered and installed by a qualified stone installation company. OP will coordinate and make every effort to provide the appropriate level of service.

DELAYS:

- If product cannot be delivered and installed at the job site as scheduled and agreed upon, OP will notify buyer immediately, re-route the products, off-load, unpack and inspect all goods for potential freight damage, file any applicable freight claims if necessary and store products in our warehouse until site is ready to receive products.
- Any product requiring re-routing due to circumstance beyond the control of OP will be subject to double handling costs and/or potential applicable storage fees. If storage fees become applicable, Buyer will be notified and a separate proposal will be provided
- All product will be invoiced as received at OP.

ADDITIONAL PAYMENT TERMS:

- 100% deposit will be required pending credit approval if current terms indicate "pending credit verification".
- Visa, MasterCard and American Express are accepted forms of payments for purchases up to \$5,000. Credit card payments will be processed 100% at time of order entry.
- Invoicing occurs after the initial walk-through/Punch List has been approved by the Buyer or upon substantial completion of project.
- 10% of Invoice may be withheld until Punch List is resolved.
- Should other invoicing procedures be required, please notify Accounts Receivable at OP.

SECURITY INTEREST:

- OP retains title (a security interest) to this furniture until it is paid for in full. Customer hereby grants OP a security interest in any and all furniture, fixtures, supplies and product provided to Customer by OP (the "Collateral") and any and all proceeds from such Collateral. Such Collateral is more fully described in the attached specifications. The security interest is hereby granted to secure the payment of any and all indebtedness of Customer to OP for the Collateral provided.

SAFETY: Please inform OP if there are any safety requirements that must be completed prior to the install.

Customer Signature

Date

Name



May 21, 2021

Mr. Ryan Key
College Station City Hall

RE: Warranty Extension

Dear Ryan:

Please accept this letter as confirmation of the extension of Herman Miller's standard warranty to 12 years on Nevi products and 15 years on Canvas and Tu products for the City of College Station project. Applicable orders should be placed with our dealer, OP – Houston, against Herman Miller internal contract number ANZ751 for appropriate warranty tracking.

All other warranty terms are according to Herman Miller's standard published warranty.

Thank you. We appreciate the opportunity to serve City of College Station.

Sincerely,

HERMAN MILLER

Scott W. Wagasky
Contract Manager

EXHIBIT C
CERTIFICATES OF INSURANCE

Contract No. 21300566
General Service Contract
Form 05-01-19

