

DETROIT FIRE DEPARTMENT
CITY OF DETROIT BUILDING AUTHORITY
PROFESSIONAL SERVICES AGREEMENT
WITH
BALCO INTERIORS, LLC DBA INTERIOR ENVIRONMENTS

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement"), dated and made effective as of this 20TH day of June, 2019, by and between the CITY OF DETROIT BUILDING AUTHORITY, a public authority and body corporate organized and existing under the authority of Act 31, Public Acts of Michigan, 1948 (First Extra Session), as amended, located at 1301 Third Street, Suite 328, Detroit, Michigan 48226 (herein called the "Authority"), and BALCO INTERIORS, LLC DBA INTERIOR ENVIRONMENTS, a Michigan limited liability company, located at 48700 Grand River, Novi, Michigan 48374 (hereinafter called the "Professional Contractor").

WITNESSETH:

WHEREAS, the Authority desires to engage the Professional Contractor to provide and install office furniture, workstations, and storage units for use by the Detroit Fire Department at 1301 Third Avenue, Detroit, Michigan (the "Project"); and

WHEREAS, the services to be performed hereunder (herein collectively called the "Services") are described in Exhibit A, attached hereto and made a part hereof by this reference, and are to be performed in accordance with this Agreement and Exhibit A; and

WHEREAS, the Professional Contractor has the requisite skills necessary to assist the Authority and represents that it is fully qualified and capable of performing the Services required hereunder upon the terms and conditions hereinafter set forth; and

WHEREAS, the Authority has adopted or will adopt a resolution authorizing the engagement of the Professional Contractor for the Services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

ARTICLE I
Engagement of Professional Contractor

1.01 The Authority hereby engages the Professional Contractor and the Professional Contractor agrees to perform the Services as set forth in Exhibit A hereto in accordance with the terms and conditions contained in this Agreement.

1.02 The relationship of the Professional Contractor and the Authority shall be that of an independent contractor and no liability or benefits, such as retirement benefits or liabilities, pension rights or liabilities, holiday pay, sick pay, vacation pay, personal injury or property insurance rights or liabilities, or such other rights, provisions or liabilities arising out of a contract of hire or employer/employee relationship either express or implied shall arise or accrue to either party as a result of this Agreement and undertaking.

ARTICLE II

Level of Performance, Documents and Dispute Resolution

2.01 The Professional Contractor warrants that its performance of the Services set forth in Exhibit A shall be of a professional standard of care and skill recognized to be the standard commonly accepted by practicing members of its profession. All of the Services shall be subject to the approval of the Authority or such other representative as may be designated by the Authority.

2.02 The Professional Contractor shall during the term of the Agreement, devote such time, attention, skill, knowledge and ability as is necessary to carry out and perform the Services, as herein required.

2.03 The Professional Contractor agrees to provide copies of any documents as part of the Services, if requested by the Authority.

2.04 In the event that there shall be any dispute between the parties with regard to the extent and character of the Services to be performed, the reasonable interpretation and determination of the Authority, or such other representative as may be designated by the Authority, shall govern.

ARTICLE III

Contract Term

3.01 The Services to be performed by the Professional Contractor pursuant to the terms of this Agreement shall begin on the date that a Notice to Proceed is sent by the Authority to the Professional Contractor (the "Effective Date") and shall be complete not later than December 31, 2019 (the "Contract Term"), unless the term of this Agreement is otherwise extended in writing by the Authority.

ARTICLE IV

Compensation

4.01 The Authority agrees to pay the Professional Contractor for the proper performance of the Services described in Exhibit A hereto a fee not to exceed Thirty-Seven Thousand One Hundred Ten and 00/100 (\$37,110.00) Dollars.

4.02 It is understood and agreed by the parties hereto that the fee stated above for performance of Services is inclusive of any and all remuneration to which the

Professional Contractor may be entitled, and that the Professional Contractor shall not receive any fringe benefits including, but not limited to, overtime pay, holiday pay, sick pay, vacation pay, retirement benefits, pension benefits and insurance benefits in addition to or in lieu of those expressly stated herein.

4.03 Any additional services requested by the Authority of the Professional Contractor shall be payable as mutually agreed upon in writing between the Authority and the Professional Contractor.

ARTICLE V Method of Payment

5.01 Payment for the proper performance of Services required hereunder shall be made following submission by the Professional Contractor of an invoice for payment. The invoice shall include the following information:

- (a) The total cost of equipment provided to the Project to date.
- (b) The date of performance of the Services.
- (c) A description of the Services rendered for that billing period.

5.02 The Professional Contractor shall be paid for the proper performance of Services approved by the Authority in accordance with the payment schedule attached to Exhibit A hereto.

5.03 Acceptance of final payment by the Professional Contractor shall constitute and operate as a release of the Authority and the City of Detroit (the "City") from any and all claims by the Professional Contractor of any liability of the Authority or the City for any act or omission relating to or arising under the Agreement, including any prior omission, negligence, delay or default of the Authority, the City, or any of their officers, employees, agents or contractors. Any claim by Professional Contractor relating to or arising from the Agreement and not otherwise waived by the Professional Contractor shall be submitted to the Authority prior to final payment in a verified statement of any and all claims relating to or arising under the Agreement, setting forth with respect to each such claim the total amount thereof and the value of each item included in the claim. Unless the Professional Contractor's claims are completely submitted as required herein prior to the Authority's final payment to the Professional Contractor, the Professional Contractor will have waived such claims and the right to assert the claims.

ARTICLE VI
Assignments

6.01 The parties hereto having acknowledged that this Agreement is based upon the professional qualifications of the Professional Contractor further agree that the Professional Contractor shall not assign, subcontract, sell a controlling interest or transfer its interest in this Agreement without the prior written consent of the Authority.

ARTICLE VII
Termination

7.01 The Authority may terminate this Agreement in whole or in part for cause upon giving written notice of termination (herein called "Notice of Termination") to the Professional Contractor at least fifteen (15) days before the Effective Date of the termination, should the Professional Contractor: (1) fail to fulfill in a timely and proper manner its obligations under this Agreement; (2) violate any of the covenants, agreements, or stipulations of this Agreement; (3) cease conducting business in the normal course by reason of insolvency, bankruptcy or any similar proceedings, whether voluntary or involuntary, filed under any present or future bankruptcy or other applicable law; or (4) admit in writing its inability to pay its debts generally as they become due. The Professional Contractor shall be liable to the Authority for damages sustained by the Authority by virtue of the Professional Contractor's breach and shall be liable for any reasonable costs the Authority might incur enforcing or attempting to enforce this Agreement, including reasonable attorneys' fees. The Authority may withhold any payment(s) to the Professional Contractor for the purpose of set-off until such time as the exact amount of damages due the Authority from the Professional Contractor is determined. It is expressly understood that the Professional Contractor will remain liable for any damages the Authority sustains in excess of any set-off. If this Agreement is so terminated the Authority may take over the Services, and prosecute the same to completion by contract with another party or otherwise, and the Professional Contractor shall be liable to the Authority for any and all costs incurred by the Authority thereby.

7.02 The Professional Contractor may terminate this Agreement in whole or in part for cause upon giving Notice of Termination to the Authority at least thirty (30) business days before the Effective Date of the termination, should the Authority fail to fulfill in a timely and proper manner its obligations under this Agreement. The rights provided to the Authority in the event of the Professional Contractor's breach as set forth in Section 7.01 shall be equally provided to the Professional Contractor.

7.03 The Authority may terminate this Agreement without cause, in whole or in part, for its convenience, at any time, without incurring any further liability whatsoever, other than as stated in this Article VII, by issuing a Notice of Termination to the Professional Contractor of such termination, specifying the Effective Date thereof, at least fifteen (15) business days prior to the Effective Date of such termination. If this Agreement is so terminated, the Authority will pay the Professional Contractor only for the Services rendered prior to such termination, including any retainage for the Services

previously performed. The amount of the payment shall be computed by the Authority on the basis of the Services rendered and accepted by the Authority; any expenses incurred prior to termination; bona fide termination settlement costs reasonably incurred by the Professional Contractor, as determined by the Authority relating to the commitments which had become firm prior to the termination, but only to the extent that the Professional Contractor could not have mitigated the same; and such other costs as, in the judgment of the Authority, represent a fair value of the Services provided, less the amount of any previous payments made. Should the Authority or the Authority's designee undertake any part of the Services which are to be performed by the Professional Contractor, to the extent such Services are being performed by the Authority or its designee, the Professional Contractor shall not be entitled to any compensation for the Services so performed. The parties expressly agree that in no case shall payment under this Section 7.03 exceed the maximum sum payable provisions in Section 4.01 and any compensation due the Professional Contractor for any duly authorized Amendments hereto increasing the scope of work hereunder.

7.04 After receipt of a Notice of Termination and except as otherwise directed by the Authority, the Professional Contractor shall:

- (a) Stop work under this Agreement on the date and to the extent specified in the Notice of Termination;
- (b) Obligate no additional contract funds for payroll costs and other costs beyond such date as the Authority shall specify, and place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under this Agreement as is not terminated;
- (c) Terminate any orders and subcontracts to the extent that they relate to the portion of the work so terminated;
- (d) As of the date the termination is effective, preserve all records and submit to the Authority such records and reports as the Authority shall specify, and furnish to the Authority an inventory of all furnishings, equipment, and other property purchased for the Agreement, (if any), and carry out such directives as the Authority may issue concerning the safeguarding or disposition of files and other property; and
- (e) Submit within thirty (30) days of the Notice of Termination a final report of receipts and expenditures of funds relating to this Agreement, and a list of all creditors, subcontractors, lessors, and/or other parties with which the Professional Contractor has incurred financial obligations pursuant to this Agreement (if any).

7.05 Upon completion or other termination of this Agreement, all finished or unfinished original documents or copies (when originals are unavailable), data, studies,

briefs, drawings, maps, models, photographs, files, intermediate materials estimates, memoranda, computations, papers, supplies, recordings, videotapes, notes or other materials (herein collectively called the "Work Product") prepared by the Professional Contractor under this Agreement or in anticipation of this Agreement shall become the Authority's sole and exclusive property, whether or not in the Professional Contractor's possession, free from any claims or retention of rights thereto on the part of the Professional Contractor. The Professional Contractor shall promptly deliver to the Authority all of such property and the Authority shall return all the Professional Contractor's properties to it. The Professional Contractor acknowledges that any intentional failure or delay on its part to deliver the Work Product to the Authority will cause irreparable injury to the Authority not adequately compensable in damages and for which the Authority has no adequate remedy at law, and the Professional Contractor accordingly agrees that the Authority may, in such event, seek and obtain injunctive relief in a court of competent jurisdiction and compel delivery of the Work Product. The Authority shall have full and unrestricted use of the Work Product for the purpose of completing the Project. The Professional Contractor may retain copies of the Work Product at its own expense with the consent of the Authority, which consent shall not be unreasonably withheld.

Should the Authority use such Work Product for any purpose except for the Project without utilizing the services of the Professional Contractor, the Professional Contractor shall have no liability arising out of or in connection with such use, or involving or resulting from such use.

ARTICLE VIII Amendments

8.01 The Authority may from time to time consider it in its best interest to change, modify or extend a term, condition or covenant of this Agreement or require changes in the scope of the services to be performed by the Professional Contractor, or require the Professional Contractor to perform additional services. Any such change, addition, deletion, extension or modification, including any increase or decrease in the amount of the Professional Contractor's compensation, which is mutually agreed upon by and between the Authority and the Professional Contractor, shall be incorporated in written amendments (herein called "Amendments") to this Agreement. Such Amendments shall not invalidate this Agreement, nor relieve or release the Professional Contractor and/or Authority from any of its obligations under this Agreement, unless so stated therein. The Professional Contractor shall not be required to perform in accordance with any requested Amendment until compliance with Section 8.02 is met.

8.02 No Amendment to this Agreement shall be effective and binding upon the parties, unless it expressly makes reference to this Agreement, is in writing and is signed and acknowledged by duly authorized representatives of both parties. No verbal order or instructions shall in any way change or modify this Agreement. No verbal conversation, understanding, or agreement with any officer or employee of the Authority, or any other person, either before or after the execution of the Agreement shall affect or modify any of the terms, conditions or obligations contained herein.

8.03 Any service orders, terms and conditions, addendums attached hereto ("Special Addendums") shall be governed by the terms of this Agreement. Except for those Special Addendums that expressly provide that they take precedence over this Agreement, in the event of a conflict between this Agreement and the terms of a Special Addendum, this Agreement shall govern.

ARTICLE IX
Conflict of Interest

9.01 The Professional Contractor warrants and covenants that it does not have and that it will not have during the performance of this Agreement, any direct or indirect proprietary or other interest in any concern, business or entity which would conflict in any manner or degree with the performance of the Services under this Agreement. The Professional Contractor further warrants and covenants that no officer, commissioner, member or employee of the Authority or any other public official who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Agreement has any personal or financial interest, direct or indirect in this Agreement or the proceeds hereof.

ARTICLE X
Confidential Information

10.01 In order that the Professional Contractor may effectively fulfill its obligations under this Agreement, it may be necessary or desirable for the Authority to disclose confidential and proprietary information to the Professional Contractor pertaining to the Authority's or the City of Detroit's (herein called the "City") past, present and future activities. Since it is difficult to separate confidential and proprietary information from that which is not, the Professional Contractor shall regard all information gained as a result of the Services to be performed hereunder as information which is confidential and proprietary to the Authority or the City and not to be disclosed to any organization without the prior written consent of the Authority or the City.

ARTICLE XI
Indemnity

11.01 The Professional Contractor agrees to indemnify, defend and hold harmless the Authority and the City against and from any and all liabilities, obligations, damages, penalties, claims, costs, charges, losses and expenses (including, without limitation, fees and expenses of attorneys, expert witnesses and other consultants) which may be imposed upon, incurred by or asserted against the Authority or the City to the degree of fault of the Professional Contractor and its employees, agents, consultants and sub-consultants by reason of any of the following occurring during the term of this Agreement:

- (a) Any negligent or tortious act or omission of the Professional Contractor or any of its personnel, employees, agents, consultants or subcontractors, or any entities associated, affiliated or subsidiary to the

Professional Contractor now existing or hereafter created, or their agents and employees.

- (b) Any failure by the Professional Contractor, its personnel, employees agents, consultants or subcontractors to perform its obligations, either implied or expressed, under this Agreement.
- (c) Any act, failure to act or misrepresentation by the Professional Contractor or any of its agents, personnel, employees, consultants or subcontractors in connection with the Project.

The Professional Contractor also agrees to hold the City and the Authority harmless from any and all injury to the person or damage to the property of, or any loss or expense incurred by, an employee of the Authority which arises out of the negligent performance by the Professional Contractor or its employees of the Services under this Agreement to the degree of fault of the Professional Contractor.

11.02 In the event any action or proceeding shall be brought against the Authority or the City, or any of their respective agents or employees, by reason of any claims covered hereunder, the Professional Contractor, upon notice from the Authority, shall at the Professional Contractor's sole cost and expense, resist or defend the same to the degree of Professional Contractor's fault with counsel of the Professional Contractor's choice, provided said counsel is acceptable to the Authority and/or the City.

11.03 The Professional Contractor agrees that it is its responsibility and not the responsibility of the Authority to safeguard the property and materials that its employees, consultants, or subcontractors use or have in their possession while performing under this Agreement. Further, the Professional Contractor agrees to hold the Authority harmless for any loss of such property and materials to the degree of Professional Contractor's fault used by such persons pursuant to the Professional Contractor's performance under this Agreement or which is in their possession.

11.04 The indemnification obligation under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Professional Contractor under workers' compensation acts or other employee benefit acts. In addition, the Professional Contractor agrees to hold the Authority and the City of Detroit harmless from the payment of any deductible on any insurance policy to the degree of Professional Contractor's fault.

11.05 The Professional Contractor agrees that it will require the same indemnification of the Authority by any consultant or subcontractor it hires in providing the Services to be provided in this Agreement.

11.06 Nothing contained in this Article XI shall be construed to require indemnification by the Professional Contractor to a greater degree than that permitted by Act 165 of the Michigan Public Acts of 1966, being MCLA 691.991.

ARTICLE XII
Insurance

12.01 If required by the Authority, it is agreed, prior to the execution of this Agreement by the Professional Contractor, Professional Contractor shall provide the Authority with evidence of the following occurrence-based liability insurances in amounts no lower than those required under Section 12.02 and 12.03.

12.02 The Professional Contractor shall procure and maintain at its sole expense, the following insurances:

- (a) Worker's Compensation insurance which meets Michigan statutory requirements and Employers Liability insurance with minimum limits of \$500,000.00 each accident. The Professional Contractor agrees that it will obtain a similar covenant with respect to Worker's Compensation insurance from any consultant or subcontractor retained by the Professional Contractor to render any of the Services. This insurance shall be kept in force and effect until receipt of final payment by the Professional Contractor. This insurance is mandatory if the Professional Contractor has employees.

- (b) Commercial General Liability insurance with the following limits.

Each Occurrence Limit	1,000,000
Personal & Advertising Injury Limit	1,000,000
General Aggregate Limit	2,000,000
Products/Completed Operations Aggregate Limit	2,000,000
Damages to Premises Rented to the Contractor's Limit	100,000
Medical Expenses	10,000

- (c) Automobile liability insurance covering all owned, non-owned, or hired automobiles with minimum limits for bodily injury of \$250,000 each person and \$1,000,000 each occurrence and minimum limits for property damage of \$500,000 each occurrence. Such insurance shall comply with the provisions of the Michigan No Fault Insurance Law. This insurance shall be kept in force and effect until receipt of final payment by the Professional Contractor.

12.03 If during the term of this Agreement, changed conditions or other pertinent factors should, in the reasonable judgment of the Authority, render inadequate the insurance limit, or types of coverage required herein, the Professional Contractor will furnish

on demand such additional coverage as may reasonably be required under the circumstances. All such insurance shall be under valid and enforceable policies, issued by insurers of recognized responsibility, registered to do business in the State of Michigan and which are well-rated by national rating organizations and are acceptable to the Authority.

12.04 Professional Contractor agrees to notify the Authority in writing of any material change or cancellation or non-renewal of any of the required policies at least thirty (30) days prior to such material change, cancellation or non-renewal and failure to do so will constitute material breach of this Agreement.

12.05 Certificates of insurance evidencing all required coverage shall be submitted to the Authority prior to the commencement of the Services and at least fifteen (15) days prior to the expiration dates of expiring policies.

12.06 The Professional Contractor shall be responsible for payments of all deductibles contained in any insurance required hereunder. The provisions requiring the Professional Contractor to carry the insurance required under this Article shall not be construed in any manner as waiving or restricting the obligation to indemnify or any other liability of the Professional Contractor under this Agreement.

12.07 Unless prohibited by law, all policies of insurance required herein shall name the Authority and the City as additional insureds.

ARTICLE XIII Fair Employment Practices

13.01 In accordance with the United States Constitution and all federal legislation and regulations governing fair employment practices and equal employment opportunity, including, but not limited to, Title VI and VII of the Civil Rights Act of 1964 (P.L. 88-352, 78 STAT. 252), and United States Department of Justice Regulations (28 C.F.R. Part 42) issued pursuant to that Title, and in accordance with the Michigan Constitution and all state laws and regulations governing fair employment practices and equal employment opportunity, including, but not limited to, the Michigan Civil Rights Act (P.A. 1976 No. 453) and the Michigan Handicappers Civil Rights Act (P.A. 1976 No. 220) the Professional Contractor agrees that it will not discriminate against any person, employee, consultant or applicant for employment with respect to his (her) hire, tenure, terms, conditions or privileges of employment or hire because of his (her) religion, race, national origin, age, sex, height, weight, marital status, or handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. The Professional Contractor recognizes the right of the United States and the State of Michigan to seek judicial enforcement of the foregoing covenants against discrimination against itself or its subcontractors.

13.02 The Professional Contractor agrees to comply with all rules and procedures adopted by the Human Rights Department. The parties hereto shall promptly furnish any information required by the City or the Human Rights Department of the City of Detroit pursuant to this Article.

The Professional Contractor shall not discriminate against any employee or applicant for employment, training, education, or apprenticeship connected directly or indirectly with the performance of this Agreement, with respect to his (her) hire, promotion, job assignment, tenure, terms, conditions or privileges of employment because of race, color, creed, national origin, age, marital status, handicap, sex or sexual orientation.

The Professional Contractor further agrees to take affirmative action to achieve reasonable representation of minority groups and women on its work force. Such affirmative action shall include, but not be limited to, the following areas: employment, promotion, demotion or transfer, recruiting, or recruitment, advertising, lay-off or termination, rates of pay or other forms of compensation and selection for training or education, including apprenticeships. The Professional Contractor shall promptly furnish any information required by the Authority or the City of Detroit Human Rights Department pursuant to this Section.

13.03 The Professional Contractor further agrees that it will notify any subcontractor of its obligations relative to nondiscrimination and affirmative action under this Agreement when soliciting same and will include the provisions of this Article in such subcontract, as well as provide the Authority a copy of any subcontract agreement upon request. The Professional Contractor further agrees to take such action with respect to any subcontract procurement as the Authority may direct as a means of enforcing such provisions, including the aforementioned sanctions for noncompliance.

13.04 Breach of the terms and conditions of this Article XIII may be regarded as a material breach of this Agreement.

ARTICLE XIV

Notices

14.01 All notices, consents, approvals, requests, reports and other communications (herein collectively called "Notices") required or permitted under this Agreement shall be in writing and sent by registered or certified mail, postage prepaid and addressed as follows:

If to Authority: City of Detroit Building Authority
1301 Third Street, Suite 328
Detroit, Michigan 48226
Attention: Tyrone Clifton, Director

with a copy to: The Allen Law Group, PC
3011 W. Grand Blvd., Suite 2500
Detroit, Michigan 48202
Attention: Floyd E. Allen, Esquire

If to Professional
Contractor:

Balco Interiors, LLC DBA Interior Environments
48700 Grand River
Novi, Michigan 48374
Attention: Jason Dawson, Chief Operations
Officer

With a copy to:

Balco Interiors, LLC DBA Interior Environments
48700 Grand River
Novi, Michigan 48374
Attention: Mr. Reggie Roland

14.02 Notices shall be deemed received three (3) days after the day of mailing. Either party to this Agreement may change its address for the receipt of Notices at any time by giving Notice thereof to the other as herein provided. Any Notice given by a party hereunder must be signed by an authorized representative of such party.

ARTICLE XV
Representations and Warranties

15.01 Professional Contractor represents and warrants that all of the following statements are true and shall remain true from the Effective Date of this Agreement throughout the Contract Term:

- (a) The Professional Contractor covenants that it is not, and will not become, in arrears to the Authority or the City upon any contract, debt or other obligations.
- (b) The Professional Contractor is fully qualified and capable and has the requisite skills necessary to perform the Services pursuant to the terms and conditions set forth therein.
- (c) Professional Contractor represents and warrants that it has full power to enter into this Agreement, to enter into the obligations described herein, to execute and deliver this as well as any and all other documents to be executed and/or delivered in connection herewith, and to incur the obligations provided for herein, all of which have been duly authorized by all proper and necessary action of the Professional Contractor.
- (d) Professional Contractor represents and warrants that, as of the Effective Date and throughout the Contract Term of this Agreement, Professional Contractor has not been and is not in arrears to the State of Michigan for any debts whatsoever (including, but not limited to, back taxes), nor is or was Contractor in default or in litigation

regarding any issues with the State of Michigan, US Federal Government, Wayne County, Oakland County, Macomb County or the City.

- (e) Professional Contractor represents and warrants that it has the necessary financial resources, employees, vehicles and equipment available to provide the Services required by this Agreement.
- (f) Professional Contractor represents and warrants that it is not, jointly or severally, party to any contract or agreement or subject to any other restriction or unusually burdensome order of any regulatory commission, court, board or agency, which may materially and adversely affect its ability to provide the Services. The execution and performance of this Agreement and the documentation related hereto, will not result in the creation of any other encumbrance or charge upon any asset of Professional Contractor pursuant to the terms of any other agreement. No provisions of any existing mortgage, indenture, contract or agreement affecting Professional Contractor's operations and/or assets is in effect which would conflict with or in any way prevent the execution, delivery or enforcement of the terms of this Agreement.
- (g) To the best of Professional Contractor's knowledge, it has not received any written notice from any governmental authority that the Professional Contractor is now in violation of any governmental orders, regulations, statutes or ordinances dealing with the Professional Contractor's operations. In the event any such notice from any governmental authority is received by Professional Contractor between the Effective Date and throughout the Contract Term, which Contractor does not reasonably contest, Professional Contractor shall correct the same at Professional Contractor's expense as promptly as possible.
- (h) Professional Contractor has not entered into any contracts or made any commitments which would bind the Authority as a successor in interest.
- (i) Professional Contractor has not entered into any other existing agreements which will conflict with its obligations hereunder.
- (j) To the best of Professional Contractor's knowledge, all documents heretofore and hereafter provided to the Authority are, and shall be complete, true, and accurate in all material respects.
- (k) Professional Contractor has not contracted for the furnishing of labor or materials which will not be paid in full by Professional Contractor in the ordinary course.
- (l) Professional Contractor has no notice of, and there is no pending or threatened litigation, administrative action or examination, claim or demand whatsoever relating to the Professional Contractor and/or its operations and/or assets, or the Services contemplated herein, before any court or any federal, state or municipal government department, commission, board, bureau, agency or instrumentality

- thereof, the outcome of which may materially adversely affect Professional Contractor and/or Professional Contractor's ability to perform the Services in accordance with this Agreement.
- (m) No federal, state or local taxing authority has asserted any tax deficiency, lien, or assessment against the Professional Contractor which has not been paid or the payment for which adequate provision has not been made to the Authority's reasonable satisfaction.
 - (n) That Professional Contractor and the principals and/or partners and/or owners and/or officers of Professional Contractor are citizens of the United States of America as defined in Section 1445 of the Internal Revenue Code.
 - (o) This Agreement, and all related documents will, when executed and delivered by Professional Contractor, be the valid, legal and binding agreements or obligations of the Professional Contractor, enforceable in accordance with their respective terms, having been duly authorized by all requisite corporate action.
 - (p) Professional Contractor has complied with all applicable City clearance and hiring policy requirements, including execution and delivery of a Request for Income Tax Clearance, Vendor Clearance Request, Covenant of Equal Opportunity, Hiring Policy Compliance Affidavit and Slavery Era Records and Insurance Disclosure Affidavit.
 - (q) Professional Contractor hereby warrants and represents to and covenants with the Authority that each and every warranty, representation, and covenant set forth in this Agreement shall be true for the period from the Effective Date and throughout the Contract Term of this Agreement.

ARTICLE XVI
Miscellaneous

16.01 (a) No failure by the Authority to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement or to exercise any right, term or remedy resulting from a breach thereof shall constitute a waiver of any such covenant, agreement, term or condition of this Agreement and the same shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

16.02 If any provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of the Agreement, or the application of such provisions to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

16.03 This instrument, including any exhibits hereto, contains the entire agreement between the parties and all prior negotiations and agreements are merged herein. Neither the Authority nor the Authority's agents have made any representations except as expressly set forth herein, and no rights or remedies are or shall be acquired by the Professional Contractor by implication or otherwise unless expressly set forth herein. The Professional Contractor hereby waives any defense it may have to the validity of the execution of this Agreement.

16.04 Unless the context otherwise expressly requires, the words "herein", "hereof", and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular article or section or other subdivision.

16.05 All the terms and provisions of this Agreement shall be deemed and construed to be "covenants" and "conditions" as though the words specifically expressing or importing covenants and conditions were used in each separate term and provision.

16.06 The headings and sections in this Agreement are for convenience only and shall not be used to construe or interpret the scope of intent of this Agreement or in any way effect the same.

16.07 The rights and remedies set forth herein are not exclusive and are in addition to any of the rights and remedies provided at law or in equity. The Agreement and all actions arising hereunder shall be governed by, subject to and construed according to the laws of the State of Michigan. The Professional Contractor agrees, consents and submits to the personal jurisdiction of any competent court in Wayne County, Michigan for any action arising out of this Agreement. The Professional Contractor agrees that service of process at the address and in the manner specified in Article 14 will be sufficient to put the Professional Contractor on notice, and the Professional Contractor hereby waives any and all claims relative to such notice. The Professional Contractor also agrees that it will not commence any action against the Authority because of any matter whatsoever arising out of or relating to the validity, construction, interpretation and enforcement of this Agreement, in any courts other than those in the County of Wayne, State of Michigan, unless original jurisdiction can be had in the United States District Court, Eastern District, the Michigan Court of Appeals or the State Supreme Court.

16.08 If any affiliate (as hereinafter defined) of the Professional Contractor shall take any action, which, if done by a party, would constitute a breach of this Agreement, the same shall be deemed a breach by the Professional Contractor with right legal effect. "Affiliate" shall mean a "parent", subsidiary or other company controlling, controlled by or in common control with the Professional Contractor.

16.09 It is understood that this is not an exclusive service contract, and that during the term of this Agreement, the Authority may contract with other consulting firms and that the Professional Contractor is free to render the same or similar advisory services to other clients; provided, however, that the Professional Contractor's obligations to the Authority contained in this Agreement will not be affected in any manner.

16.10 Neither party shall be responsible for force majeure events. In the event of a dispute between the parties with regard to what constitutes a force majeure event, the Authority's determination shall be controlling. However, in the event of an occurrence of any circumstance(s) beyond the control of the Professional Contractor, the Authority may, at its option, terminate this Agreement, pursuant to Article VII herein.

16.11 For purposes of the hold harmless and indemnity provisions contained in this Agreement, the term "Authority" shall be deemed to include the Detroit Building Authority, the City of Detroit, and all other associated, affiliated, allied or subsidiary entities or commissions, their officers, agents and representatives and employees now existing or hereafter created.

16.12 The Professional Contractor covenants that it is not, and will not become, in arrears to the Authority upon any contract, debt or other obligations or become in arrears to the City, for any real property, personal property or income taxes owed to the City.

16.13 This Agreement may be executed in any number of counterparts and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Promptly after the execution hereof, the Authority shall submit to the Professional Contractor a confirmed copy of this Agreement.

16.14 [INTENTIONALLY OMITTED].

16.15 Professional Contractor acknowledges and agrees that the Authority shall be permitted to audit the Professional Contractor's financial records pertaining to the Contractor's performance of this Agreement, which right to audit may be assigned by the Authority to its designee, including the Detroit City Council and the City Auditor General.

16.16 Professional Contractor and each of its subcontractors, if any, shall comply with all anti-kickback laws, including the Copeland Anti-Kickback Act (18 USC §874), and is prohibited from inducing, by any means, any person employed in connection with the Project to give up any part of the compensation to which it is otherwise entitled. Professional Contractor shall insert substantially similar language to the language in this Section to ensure compliance by any of its subcontractors with the terms of this Section.


16.17 Professional Contractor and each of its subcontractors, is prohibited from paying or accepting any bribe in connection with securing this Agreement or in connection with performing under the terms of this Agreement. Professional Contractor shall insert substantially similar language to the language in this Section to ensure compliance by subcontractors with the terms of this Section.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF DETROIT BUILDING
AUTHORITY, a Michigan public authority
and body corporate

By: 
Hakim W. Berry

Its: Chairman

By: 
Christopher T. Jackson

Its: Treasurer

BALCO INTERIORS, LLC DBA INTERIOR
ENVIRONMENTS

By: 

Its: COO _____

APPROVED AS TO FORM:


General Counsel, City of Detroit
Building Authority

EXHIBIT A

SCOPE OF SERVICES

Professional Contractor shall provide and install furniture, workstations and storage units for the Detroit Fire Department.

[See Special Addendum attached hereto]

Payments shall be made according to the following:

- a. 50% down payment net no later than 45 days upon receipt of invoice following contract execution.
- b. Remaining balance due net no later than 45 days upon receipt of invoice following completion of project installation.
- c. No late fees, service charges and/or interest shall accrue on any unpaid balances.

interior environments

NOVI
48700 Grand River Ave.
Novi, MI 48374
248.213.3010

DATE: 04/15/19
PROPOSAL: 67393
PROJECT#: 20-530

PROPOSAL FOR:

INSTALL AT:

City of Detroit Building Authority
ATT: JLL - John Cullen
1301 Third Avenue, Suite 101
Detroit, MI 48226

City of Detroit Building Authority
1301 Third Avenue
TAG: 7th Floor / ODFS Reconfigure
Detroit, MI 48226
John Cullen 313-237-6388

SALESPERSON

Reggie Roland

CUSTOMER P/O..:

CONTRACT #

#	QTY	PRODUCT		DESCRIPTION	SELL	EXTENDED
1	1			ADDITIONAL PRODUCT TO ADD DOORS TO EXISTING 9X12 WORKSTATIONS - ALLSTEEL, TERRACE	4,310.00	4,310.00
2	2	TK06524WR	ATD02	Structural Raceway Pnl Fr-No Top Trim 65Hx24W P1 Paint Opts CLR: Loft Tag(s): 9X12 WS	0.00	0.00
3	2	TK03024	ATD02	Ter Stacking Panel Frame 30Hx24W Tag(s): 9X12 WS	0.00	0.00
4	2	TK324PT	ATD02	Radius Top Trim 24W P1 Paint Opts CLR: Loft Tag(s): 9X12 WS	0.00	0.00
5	2	TK41524GK	ATD02	Ter Glazed Tile Kit 15H x 24W P1 Paint Opts CLR: Loft Clear Glass Tag(s): 9X12 WS	0.00	0.00
6	4	TK41524T	ATD02	Ter Tackable Acoustic Tile DeEmph 04/10/15 15H x 24W GRD A FAB FAB: Lucy Snowdrop Tag(s): 9X12 WS	0.00	0.00
7	4	TK46524T	ATD02	Ter Tackable Acoustic Tile DeEmph 04/10/15 65H x 24W GRD A FAB FAB: Lucy Snowdrop Tag(s): 9X12 WS	0.00	0.00
8	8	TKSK24	ATD02	Ter 24W Segment Kit Tag(s): 9X12 WS	0.00	0.00
9	2	TK06542WR	ATD02	Structural Raceway Pnl Fr-No Top Trim 65Hx42W P1 Paint Opts CLR: Loft Tag(s): 9X12 WS	0.00	0.00

interior. environments

NOVI
48700 Grand River Ave.
Novi, MI 48374
248.213.3010

DATE: 04/15/19

PROPOSAL: 67393
PROJECT#: 20-530

#	QTY	PRODUCT		DESCRIPTION	SELL	EXTENDED
10	2	TK03042	ATD02	Ter Stacking Panel Frame 30Hx42W Tag(s): 9X12 WS	0.00	0.00
11	2	TK342PT	ATD02	Radius Top Trim 42W P1 Paint Opts CLR: Loft Tag(s): 9X12 WS	0.00	0.00
12	2	TK41542GK	ATD02	Ter Glazed Tile Kit 15H x 42W P1 Paint Opts CLR: Loft Clear Glass Tag(s): 9X12 WS	0.00	0.00
13	4	TK41542T	ATD02	Ter Tackable Acoustic Tile DeEmph 04/10/15 15H x 42W GRD A FAB FAB: Lucy Snowdrop Tag(s): 9X12 WS	0.00	0.00
14	4	TK46542T	ATD02	Ter Tackable Acoustic Tile DeEmph 04/10/15 65H x 42W GRD A FAB FAB: Lucy Snowdrop Tag(s): 9X12 WS	0.00	0.00
15	8	TKSK42	ATD02	Ter 42W Segment Kit Tag(s): 9X12 WS	0.00	0.00
16	2	TK19542D	ATD02	Door Panel-Lam w/Radius Trim 95Hx42W Disc1/7/15 P1 Paint Opts CLR: Loft L1 Core Lam Opts LAM: Loft GRD A FAB FAB: Lucy Snowdrop Tag(s): 9X12 WS	0.00	0.00
17	2	899910	AAC01	Door Lever Brushed Aluminum key Tag(s): 9X12 WS	0.00	0.00
18	4	TK315L	ATD02	L 90-Degree Radius ConnKit 15H Stack/Seg P1 Paint Opts CLR: Loft Tag(s): 9X12 WS	0.00	0.00
19	2	TK315T	ATD02	T 3-way Radius ConnKit 15H Stack/Seg P1 Paint Opts CLR: Loft Tag(s): 9X12 WS	0.00	0.00
20	6	TK01536	ATD02	Ter Stacking Panel Frame 15Hx36W Tag(s): 9X12 WS	0.00	0.00
21	12	TK41536T	ATD02	Ter Tackable Acoustic Tile DeEmph 04/10/15 15H x 36W GRD A FAB FAB: Lucy Snowdrop CONTINUED...	0.00	0.00

interior environments

NOVI
48700 Grand River Ave.
Novi, MI 48374
248.213.3010

DATE: 04/15/19

PROPOSAL: 67393
PROJECT#: 20-530

#	QTY	PRODUCT		DESCRIPTION	SELL	EXTENDED
				Tag(s): 9X12 WS		
22	12	TKSK36	ATD02	Ter 36W Segment Kit	0.00	0.00
				Tag(s): 9X12 WS		
23	9	TK01548	ATD02	Ter Stacking Panel Frame 15Hx48W	0.00	0.00
24	18	TK41548T	ATD02	Ter Tackable Acoustic Tile DeEmph 04/10/15 15H x 48W GRD A FAB FAB: Lucy Snowdrop Tag(s): 9X12 WS	0.00	0.00
25	18	TKSK48	ATD02		0.00	0.00
				Tag(s): 9X12 WS		
26	1			PRODUCT TO RAISE THE HEIGHT OF EXISTING 6X9 STATIONS - ALLSTEEL, TERRACE	10,173.00	10,173.00
27	12	TK03024	ATD02	Ter Stacking Panel Frame 30Hx24W	0.00	0.00
				Tag(s): 6X9 WS		
28	12	TK41524GK	ATD02	Ter Glazed Tile Kit 15H x 24W Pl Paint Opts CLR: Loft Clear Glass Tag(s): 6X9 WS	0.00	0.00
29	24	TK41524T	ATD02	Ter Tackable Acoustic Tile DeEmph 04/10/15 15H x 24W GRD A FAB FAB: Lucy Snowdrop Tag(s): 6X9 WS	0.00	0.00
30	48	TKSK24	ATD02	Ter 24W Segment Kit	0.00	0.00
				Tag(s): 6X9 WS		
31	18	TK03036	ATD02	Ter Stacking Panel Frame 30Hx36W	0.00	0.00
				Tag(s): 6X9 WS		
32	18	TK41536GK	ATD02	Ter Glazed Tile Kit 15H x 36W Pl Paint Opts CLR: Loft Clear Glass Tag(s): 6X9 WS	0.00	0.00
33	36	TK41536T	ATD02	Ter Tackable Acoustic Tile DeEmph 04/10/15 15H x 36W GRD A FAB FAB: Lucy Snowdrop	0.00	0.00

CONTINUED...

interior. environments

NOVI
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Novi, MI 48374
248.213.3010

DATE: 04/15/19
PROPOSAL: 67393
PROJECT#: 20-530

#	QTY	PRODUCT		DESCRIPTION	SELL	EXTENDED
				Tag(s): 6X9 WS		
34	72	TKSK36	ATD02	Ter 36W Segment Kit	0.00	0.00
				Tag(s): 6X9 WS		
35	12	TK03048	ATD02	Ter Stacking Panel Frame 30Hx48W	0.00	0.00
				Tag(s): 6X9 WS		
36	12	TK41548GK	ATD02	Ter Glazed Tile Kit 15H x 48W Pl Paint Opts CLR: Loft Clear Glass	0.00	0.00
				Tag(s): 6X9 WS		
37	24	TK41548T	ATD02	Ter Tackable Acoustic Tile DeEmph 04/10/15 15H x 48W GRD A FAB FAB: Lucy Snowdrop	0.00	0.00
				Tag(s): 6X9 WS		
38	48	TKSK48	ATD02	Ter 48W Segment Kit	0.00	0.00
				Tag(s): 6X9 WS		
39	2	TK330T	ATD02	T 3-way Radius ConnKit 30H Stack/Seg Pl Paint Opts CLR: Loft	0.00	0.00
				Tag(s): 6X9 WS		
40	2	TK330X	ATD02	X 4-way Radius ConnKit 30H Stack/Seg Pl Paint Opts CLR: Loft	0.00	0.00
				Tag(s): 6X9 WS		
41	12	TK380E	ATD02	E End Trim Radius ConnKit 80H Base Pnl Pl Paint Opts CLR: Loft	0.00	0.00
				Tag(s): 6X9 WS		
42	9	OH1536FD	AHD01	15H x36W Flipper Door Overhead-No Pull Sys:Stride-DNA-Optimize Pl Paint Opts CLR: Loft Standard Random key	0.00	0.00
				Tag(s): 6X9 WS		
43	1			Commodities Surcharge - Allsteel	212.86	212.86
44	1			Receive, Deliver & Install - DPSH, 7th Floor ODFS, After Hours Installation RECONFIGURE & Add-On (2) 9x12 - Raise to 96"H W/Doors (6) 6x9 - CONTINUED...	4,575.00	4,575.00

**interior.
environments**

NOVI
48700 Grand River Ave.
Novi, MI 48374
248.213.3010

DATE: 04/15/19
PROPOSAL: 67393
PROJECT#: 20-530

<u>#</u>	<u>QTY</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>	<u>SELL</u>	<u>EXTENDED</u>
			Raise to 80"H (3) 6x9 - Raise to 80"H & Rotate 180		

TERMS AND CONDITIONS OF SALE PER THE ATTACHED

DEPOSIT REQUIRED: 9,600.00

ACCEPTED BY _____

DATE ACCEPTED _____

SUBTOTAL.....: 14,483.00

FREIGHT.....: 212.86

INSTALL.....: 4,575.00

TOTAL 19,270.86

INTERIOR ENVIRONMENTS, a subsidiary of Balco Interiors, L.L.C.
UNIFORM TERMS AND CONDITIONS OF SALE

1. PROPOSALS AND ORDERS

- A. **TERM:** All prices quoted by Interior Environments (Seller) are valid for 30 days from date of proposal.
- B. **ACCEPTANCE:** All orders setting forth in detail Buyer's specifications require either a hard copy purchase order issued by Buyer or a proposal prepared by Seller which has been approved by an authorized signatory of Buyer.
- C. **MODIFICATIONS/CHANGES/CANCELLATIONS:** All orders must be placed with Seller in writing. Any requested modification to an order is subject to the approval of Seller and the manufacturer or supplier of the goods ordered. Buyer will pay all additional charges resulting from order modifications, cancellations and changes. Express Ship Orders cannot be changed or cancelled. All goods are custom manufactured to customer specifications and, therefore, cannot be returned. Restocking programs are not available. Changes must be made via a revised written purchase order, change order or signed and dated revised proposal.
- D. **CONTROLLING TERMS:** The terms in this Uniform Terms and Conditions of Sale ("Agreement") shall control for all purposes any transaction between the parties and to the extent the terms, in any quote, invoice, purchase order, shipper, receipt or any other document are inconsistent with the terms of this Agreement, the terms of this Agreement shall control, and the inconsistent terms in a document other than this Agreement shall be null and void. The terms and conditions of any other written document provided by Interior Environments and signed by an authorized representative of Interior Environments which written document is not inconsistent with the terms of this Agreement shall supplement the terms hereof and are incorporated herein by reference. Customer agrees that this Agreement and any other Interior Environments document not inconsistent herewith are the only controlling documents and that there shall be no grounds to introduce any other terms under any legal or equitable theory including but not limited to a so called "battle of the forms."
- E. **CREDIT APPROVAL:** All orders are subject to credit approval.
- F. **DEPOSITS:** A deposit of 50% is required on all orders, and a deposit of 100% is required on C.O.M. materials. All required deposits must be received by Seller prior to the entering of any orders. No interest shall accrue against such deposits.

2. INVOICING

- A. **TIMING:** Goods purchased under this Agreement and any related installation or other services will be invoiced upon delivery of the goods to the job site. Direct shipments from manufacturers will be invoiced upon shipment from the manufacturer. Any goods being held at Buyer's request will be invoiced in full upon Seller's receipt of same.
- B. **PAYMENT TERMS:** All invoices are due in full within ten (10) days from date of invoice. A monthly service charge of 1.5% (18% A.P.R.) will be assessed on all unpaid balances, including accrued but unpaid monthly service charges, after invoice due date. A service charge of three percent (3%) of the invoice amount will be added to all invoices paid by credit card.
- C. **WITHHOLDING:** Payment may be withheld on any invoice only for specific goods not delivered or damaged and such notice of withholding shall be in writing.
- D. **FREIGHT:** Unless otherwise noted, any applicable freight and handling charges are not included in this price quotation and will be invoiced as a separate line item after the Seller is invoiced by the carrier. All shipping is FOB origin, prepaid and add.
- E. **TAXES:** Unless otherwise noted, any applicable sales, use, excise, or any other taxes, which are not included in the proposal, will be invoiced as a separate line item. Buyer agrees to pay any and all applicable taxes. If Buyer possesses tax-exempt status, a certificate of resale or tax exemption is to be provided prior to order placement.
- F. **DELAYS:** If Buyer is unable or unwilling to receive goods at the prescribed shipping site on the mutually agreed upon delivery date, goods will be deemed delivered and will be invoiced as if delivered.

3. DELIVERY AND INSTALLATION

- A. **DELIVERY AND INSTALLATION:** If included in the scope of service and specifically itemized on this proposal, Delivery and Installation will be made during Seller's normal business hours of 7:00 a.m. to 4:00 p.m., Monday through Friday. Overtime Delivery or Installation performed at the Buyer's request will be subject to labor rates reflecting time-and-a-half for weekdays and double time for weekends and Holidays. If applicable trade regulations require employing union tradesmen to complete the installation or delivery, the additional costs will be invoiced to and paid by the Buyer. Seller shall not be liable for failure or delay in installation due to the installation site not being ready for installation.
- B. **SELLER'S RESPONSIBILITIES:** Seller will receive, inspect, stage, deliver and install Buyer's goods. All furnishings will be left clean and in working order. Cartoning and packing materials will be removed to the Buyer's waste disposal containers, and the premises will be left broom clean. When applicable, Seller may direct shipments directly to the job site.
- C. **BUYER'S ACCEPTANCE:** Buyer agrees to have an agent on the premises at the agreed upon delivery time to accept goods deliveries and completed work. All merchandise shall be considered accepted after Buyer or his agent has signed the delivery document. All claims or exceptions must be made in writing on the delivery ticket or bill of lading on the date of work completion.

- D. **DROP SHIPMENTS:** In case of drop shipments where goods are delivered without installation, Buyer will receive, inspect and install ordered goods. Buyer is also responsible for filing necessary freight claims in the event of damage. Buyer shall have no claims against Seller due to freight damage and may not withhold payment on account thereof.
- E. **CONDITION OF JOB SITE:** Buyer's job site shall be clean, clear of all obstructions, and free of debris prior to installation. Charges will be assessed to the Buyer for excessive handling, storage and transportation incurred because of site conditions, activity of other trades, or other reasons not specifically identified in the price quotation, at a standard hourly rate, or at actual charges, if labor is performed by a third party.
- F. **JOB SITE SERVICES:** Buyer will furnish electrical current, heating, lighting, trash disposal containers, hoisting and/or elevator services, and suitable unobstructed dock space and staging areas at the job site without charge to Seller. If Seller is required to remove or handle existing furniture, the additional cost of moving and transporting shall be billed to the Buyer on an hourly basis. Once the installation has begun, Buyer agrees to assume any expense incurred by Seller due to such charges made at the Buyer's request or for any reason beyond Seller's control.
- G. **ELECTRICAL INSTALLATION:** A licensed electrician may be required to install electrical product including outlets, task lights and hook-ups to base building power. If Seller determines that an electrician is required, the Buyer will be responsible for contracting and paying the electrician.
- H. **PROTECTION OF DELIVERED GOODS:** Buyer is responsible for security and safekeeping of goods after delivery to Buyer's site, or into storage negotiated by Buyer if job site is not ready on mutually agreed upon delivery date, and shall assume any risk of damage or loss thereof.

4. ADDITIONAL TERMS

- A. **DISCLAIMER OF WARRANTIES:** BUYER AGREES THAT THE GOODS ARE OF THE SIZE AND DESIGN SELECTED BY BUYER AND THAT BUYER IS SATISFIED THAT SAME IS SUITABLE FOR BUYER'S PURPOSES. SELLER HAS MADE NO REPRESENTATION OR WARRANTY AS TO ANY MATTER WHATSOEVER. SELLER DISCLAIMS AND BUYER EXPRESSLY WAIVES AS TO SELLER, ALL OTHER WARRANTIES WITH RESPECT TO THE GOODS, INCLUDING BUT NOT LIMITED TO ALL EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, QUALITY, CAPACITY, OR WORKMANSHIP. NOTHING CONTAINED HEREIN SHALL DIMINISH THE RIGHT OF BUYER TO EXERCISE ALL RIGHTS AND REMEDIES AGAINST THE MANUFACTURER OF THE GOODS FOR MANUFACTURER WARRANTIES. IN NO EVENT SHALL SELLER BE LIABLE UNDER ANY THEORY AT LAW OR EQUITY FOR ANY LOSS OF USE, REVENUE, ANTICIPATED PROFIT OR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE DESIGN AND USE OF THE GOODS. SELLER SHALL IDENTIFY ALL MANUFACTURERS' WARRANTIES.
- B. **TITLE:** Seller retains title and a security interest in all goods regardless of the location of the goods or installation thereof, until Seller has been fully paid by the Buyer. To the extent title is found to have passed to Buyer, Buyer hereby grants to Seller a security interest in the goods which Seller may perfect by filing any applicable UCC Financing Statement.
- C. **ACTS BEYOND REASONABLE CONTROL:** Seller shall not be liable for any delay or failure to deliver any or all of the goods caused by installation site delays, labor disputes, strikes, acts of God, or other delays beyond the reasonable control of the Seller.
- D. **ENTIRE AGREEMENT:** Unless otherwise agreed to in writing, this document is intended by all parties as the final expression of their agreement and supersedes all other purchase orders or documents provided by the Buyer.
- E. **ASSIGNMENT:** Buyer shall not assign its rights or obligations without the prior written consent of Seller.
- F. **DEFAULT:** If Buyer fails to pay any amount herein provided within ten (10) days after the same is due and payable, or if Buyer fails to observe, keep or perform any other provision of this Agreement, then Seller shall have the right to exercise any one or more of the following remedies:
- To declare the entire amount due hereunder immediately due and payable without notice or demand to Buyer.
 - To sue for and recover all payments, then accrued or thereafter accruing.
 - To take possession of the goods provided hereunder, without demand or notice, wherever same may be located, without any court order or other process of law. Buyer hereby grants free and full access to the premises and hereby waives any and all damages occasioned by such taking of possession.
 - To pursue any other remedy at law or in equity.
- Notwithstanding any repossession or any other action which Seller may take, Buyer shall be and remain liable for the full performance of all obligations to be performed hereunder. All of Seller's remedies are cumulative, and may be exercised concurrently or separately.
- G. **LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to its conflict of law provisions. The parties hereto agree to submit to jurisdiction of the state or federal courts located in the county of Oakland and the Eastern District of Michigan, respectively.

interior. environments

NOVI
48700 Grand River Ave.
Novi, MI 48374
248.213.3010

DATE: 04/19/19
PROPOSAL: 67470
PROJECT#: 20-530

PROPOSAL FOR:

City of Detroit Building Authority
APT: JLL - John Cullen
1301 Third Avenue, Suite 101
Detroit, MI 48226

INSTALL AT:

City of Detroit - Building Authority
1301 Third Avenue
TAG: DPSH 7th Floor / ODFS / Copy Room
Detroit, MI 48226
John Cullen 313-237-6388

SALESPERSON

Reggie Roland

CUSTOMER P/O..:

CONTRACT #

#	QTY	PRODUCT		DESCRIPTION	SELL	EXTENDED
1	1			"U" WORKSPACE INCLUDES - DESK, BRIDGE& CREDENZA & STOIRAGE - ALLSTEEL, TERRACE Tag(s): COPY ROOM	1,917.00	1,917.00
2	1	T53660B	AWK01	Peninsula 36Wx60L Flat Eg Lam w/Grommet L3 WilsonArt Premium Lam Opt Lam: Vapor Strandz 4939-18 Edg: Loft Plastic Grommet Tag(s): COPY ROOM	0.00	0.00
3	1	T52478S	AWK01	Primary 24Dx78W Flat Eg Lam w/Grommets L3 WilsonArt Premium Lam Opt Lam: Vapor Strandz 4939-18 Edg: Loft Plastic Grommet Tag(s): COPY ROOM	0.00	0.00
4	1	T52472S	AWK01	Primary 24Dx72W Flat Eg Lam w/Grommets L3 WilsonArt Premium Lam Opt Lam: Vapor Strandz 4939-18 Edg: Loft Plastic Grommet Tag(s): COPY ROOM	0.00	0.00
5	1	Z5SC54	AWK01	42W External Supt Channel for 54W W/S Tag(s): COPY ROOM	0.00	0.00
6	1	Z5SC42	AWK01	30W External Supt Channel for 42W W/S Tag(s): COPY ROOM	0.00	0.00
7	1	Y6EPKP	AWK01	Sup Col 29-1/2Hx2-1/4 Square Painted P1 Paint Opts CLR: Loft Tag(s): COPY ROOM	0.00	0.00

interior. environments

NOVI
48700 Grand River Ave.
Novi, MI 48374
248.213.3010

DATE: 04/19/19

PROPOSAL: 67470
PROJECT#: 20-530

#	QTY	PRODUCT		DESCRIPTION	SELL	EXTENDED
8	1	PMP41	AWK01	Universal 8-1/2Hx41W Mod Pnl P1 Paint Opts CLR: Loft Tag(s): COPY ROOM	0.00	0.00
9	2	Y629LKNP	AWK01	Lt Scale 29-1/2H Leg Non-handed Pntd P1 Paint Opts CLR: Loft Tag(s): COPY ROOM	0.00	0.00
10	3	Y629NLK	AWK01	Lt Scale 29-1/2H Frstnd In-line Supt Leg Pnt P1 Paint Opts CLR: Loft Tag(s): COPY ROOM	0.00	0.00
11	1	PF197-183I	APE01	Essentials Support Ped BBF 28Hx18Dx15W Integral Pull P1 Paint Opts CLR: Loft omt Core to Ord key Alike Tag(s): COPY ROOM	0.00	0.00
12	1	ET2424LOBBF I	AST05	Ess Personal Twr Opn Side LH Dr BBF Int Pull P1 Paint Opts CLR: Left omt 2 Cores To Ord key Alike Tag(s): COPY ROOM	0.00	0.00
13	1	LKFE3SLV	APE01	Lock Core Kit Silver - 3 Cores 2 Keys Key Number Key Number 125 Quantity: 1 Tag(s): COPY ROOM	0.00	0.00
14	1			TASK CHAIR - ALLSTEEL, ACCESS Tag(s): COPY ROOM	309.00	309.00
15	1	ESW-MHNO	ASC36	Access Mesh Wk Chr Sync Tlt Ctrl H/W Adj Arm Standard Cylinder Hard Casters Black Black Black GRD 1 UPH Fab: Centurion CLR: Black Tag(s): COPY ROOM	0.00	0.00
16	2			GUEST CHAIR - SIT ON IT, FOCUS Tag(s): COPY ROOM	241.00	482.00
17	2	5641B1.A130		Focus, Side Chair, Mesh Back, Black Frame, with Casters, A130 Arm Slate Mesh Fabric Grade Selections No Selection Fabric Grade 3 Lens Standard Color Selection Lens Sand Standard Carpet Casters CONTINUED...	0.00	0.00

interior environments

NOVI
 48700 Grand River Ave.
 Novi, MI 48374
 248.213.3010

DATE: 04/19/19
 PROPOSAL: 67470
 PROJECT#: 20-530

<u>#</u>	<u>QTY</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>	<u>SELL</u>	<u>EXTENDED</u>
			Tag(s): COPY ROOM		
18	1		Commodities Surcharge - Allsteel	46.67	46.67
19	1	INSTALL	Receive, Deliver & Install - DPSH , 7th Floor ODFS Copy Room Office	562.50	562.50

TERMS AND CONDITIONS OF SALE PER THE ATTACHED

DEPOSIT REQUIRED: 1,700.00

ACCEPTED BY _____

DATE ACCEPTED _____

SUBTOTAL.....: 2,708.00
 FREIGHT.....: 46.67
 INSTALL.....: 562.50
 TOTAL 3,317.17

INTERIOR ENVIRONMENTS, a subsidiary of Balco Interiors, L.L.C.
UNIFORM TERMS AND CONDITIONS OF SALE

1. PROPOSALS AND ORDERS

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- B. **ACCEPTANCE:** All orders setting forth in detail Buyer's specifications require either a hard copy purchase order issued by Buyer or a proposal prepared by Seller which has been approved by an authorized signatory of Buyer.
- C. **MODIFICATIONS/CHANGES/CANCELLATIONS:** All orders must be placed with Seller in writing. Any requested modification to an order is subject to the approval of Seller and the manufacturer or supplier of the goods ordered. Buyer will pay all additional charges resulting from order modifications, cancellations and changes. Express Ship Orders cannot be changed or cancelled. All goods are custom manufactured to customer specifications and, therefore, cannot be returned. Restocking programs are not available. Changes must be made via a revised written purchase order, change order or signed and dated revised proposal.
- D. **CONTROLLING TERMS:** The terms in this Uniform Terms and Conditions of Sale ("Agreement") shall control for all purposes any transaction between the parties and to the extent the terms, in any quote, invoice, purchase order, shipper, receipt or any other document are inconsistent with the terms of this Agreement, the terms of this Agreement shall control, and the inconsistent terms in a document other than this Agreement shall be null and void. The terms and conditions of any other written document provided by Interior Environments and signed by an authorized representative of Interior Environments which written document is not inconsistent with the terms of this Agreement shall supplement the terms hereof and are incorporated herein by reference. Customer agrees that this Agreement and any other Interior Environments document not inconsistent herewith are the only controlling documents and that there shall be no grounds to introduce any other terms under any legal or equitable theory including but not limited to a so called "battle of the forms."
- E. **CREDIT APPROVAL:** All orders are subject to credit approval.
- F. **DEPOSITS:** A deposit of 50% is required on all orders, and a deposit of 100% is required on C.O.M. materials. All required deposits must be received by Seller prior to the entering of any orders. No interest shall accrue against such deposits.

2. INVOICING

- A. **TIMING:** Goods purchased under this Agreement and any related installation or other services will be invoiced upon delivery of the goods to the job site. Direct shipments from manufacturers will be invoiced upon shipment from the manufacturer. Any goods being held at Buyer's request will be invoiced in full upon Seller's receipt of same.
- B. **PAYMENT TERMS:** All invoices are due in full within ten (10) days from date of invoice. A monthly service charge of 1.5% (18% A.P.R.) will be assessed on all unpaid balances, including accrued but unpaid monthly service charges, after invoice due date. A service charge of three percent (3%) of the invoice amount will be added to all invoices paid by credit card.
- C. **WITHHOLDING:** Payment may be withheld on any invoice only for specific goods not delivered or damaged and such notice of withholding shall be in writing.
- D. **FREIGHT:** Unless otherwise noted, any applicable freight and handling charges are not included in this price quotation and will be invoiced as a separate line item after the Seller is invoiced by the carrier. All shipping is FOB origin, prepaid and add.
- E. **TAXES:** Unless otherwise noted, any applicable sales, use, excise, or any other taxes, which are not included in the proposal, will be invoiced as a separate line item. Buyer agrees to pay any and all applicable taxes. If Buyer possesses tax-exempt status, a certificate of resale or tax exemption is to be provided prior to order placement.
- F. **DELAYS:** If Buyer is unable or unwilling to receive goods at the prescribed shipping site on the mutually agreed upon delivery date, goods will be deemed delivered and will be invoiced as if delivered.

3. DELIVERY AND INSTALLATION

- A. **DELIVERY AND INSTALLATION:** If included in the scope of service and specifically itemized on this proposal, Delivery and installation will be made during Seller's normal business hours of 7:00 a.m. to 4:00 p.m., Monday through Friday. Overtime Delivery or installation performed at the Buyer's request will be subject to labor rates reflecting time-and-a-half for weekdays and double time for weekends and Holidays. If applicable trade regulations require employing union tradesmen to complete the installation or delivery, the additional costs will be invoiced to and paid by the Buyer. Seller shall not be liable for failure or delay in installation due to the installation site not being ready for installation.
- B. **SELLER'S RESPONSIBILITIES:** Seller will receive, inspect, stage, deliver and install Buyer's goods. All furnishings will be left clean and in working order. Cartoning and packing materials will be removed to the Buyer's waste disposal containers, and the premises will be left broom clean. When applicable, Seller may direct shipments directly to the job site.
- C. **BUYER'S ACCEPTANCE:** Buyer agrees to have an agent on the premises at the agreed upon delivery time to accept goods deliveries and completed work. All merchandise shall be considered accepted after Buyer or his agent has signed the delivery document. All claims or exceptions must be made in writing on the delivery ticket or bill of lading on the date of work completion.

- D. **DROP SHIPMENTS:** In case of drop shipments where goods are delivered without installation, Buyer will receive, inspect and install ordered goods. Buyer is also responsible for filing necessary freight claims in the event of damage. Buyer shall have no claims against Seller due to freight damage and may not withhold payment on account thereof.
- E. **CONDITION OF JOB SITE:** Buyer's job site shall be clean, clear of all obstructions, and free of debris prior to installation. Charges will be assessed to the Buyer for excessive handling, storage and transportation incurred because of site conditions, activity of other trades, or other reasons not specifically identified in the price quotation, at a standard hourly rate, or at actual charges, if labor is performed by a third party.
- F. **JOB SITE SERVICES:** Buyer will furnish electrical current, heating, lighting, trash disposal containers, hoisting and/or elevator services, and suitable unobstructed dock space and staging areas at the job site without charge to Seller. If Seller is required to remove or handle existing furniture, the additional cost of moving and transporting shall be billed to the Buyer on an hourly basis. Once the installation has begun, Buyer agrees to assume any expense incurred by Seller due to such charges made at the Buyer's request or for any reason beyond Seller's control.
- G. **ELECTRICAL INSTALLATION:** A licensed electrician may be required to install electrical product including outlets, task lights and hook-ups to base building power. If Seller determines that an electrician is required, the Buyer will be responsible for contracting and paying the electrician.
- H. **PROTECTION OF DELIVERED GOODS:** Buyer is responsible for security and safekeeping of goods after delivery to Buyer's site, or into storage negotiated by Buyer if job site is not ready on mutually agreed upon delivery date, and shall assume any risk of damage or loss thereof.

4. ADDITIONAL TERMS

- A. **DISCLAIMER OF WARRANTIES:** BUYER AGREES THAT THE GOODS ARE OF THE SIZE AND DESIGN SELECTED BY BUYER AND THAT BUYER IS SATISFIED THAT SAME IS SUITABLE FOR BUYER'S PURPOSES. SELLER HAS MADE NO REPRESENTATION OR WARRANTY AS TO ANY MATTER WHATSOEVER. SELLER DISCLAIMS AND BUYER EXPRESSLY WAIVES AS TO SELLER, ALL OTHER WARRANTIES WITH RESPECT TO THE GOODS, INCLUDING BUT NOT LIMITED TO ALL EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, QUALITY, CAPACITY, OR WORKMANSHIP. NOTHING CONTAINED HEREIN SHALL DIMINISH THE RIGHT OF BUYER TO EXERCISE ALL RIGHTS AND REMEDIES AGAINST THE MANUFACTURER OF THE GOODS FOR MANUFACTURER WARRANTIES. IN NO EVENT SHALL SELLER BE LIABLE UNDER ANY THEORY AT LAW OR EQUITY FOR ANY LOSS OF USE, REVENUE, ANTICIPATED PROFIT OR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE DESIGN AND USE OF THE GOODS. SELLER SHALL IDENTIFY ALL MANUFACTURERS' WARRANTIES.
- B. **TITLE:** Seller retains title and a security interest in all goods regardless of the location of the goods or installation thereof, until Seller has been fully paid by the Buyer. To the extent title is found to have passed to Buyer, Buyer hereby grants to Seller a security interest in the goods which Seller may perfect by filing any applicable UCC Financing Statement.
- C. **ACTS BEYOND REASONABLE CONTROL:** Seller shall not be liable for any delay or failure to deliver any or all of the goods caused by installation site delays, labor disputes, strikes, acts of God, or other delays beyond the reasonable control of the Seller.
- D. **ENTIRE AGREEMENT:** Unless otherwise agreed to in writing, this document is intended by all parties as the final expression of their agreement and supersedes all other purchase orders or documents provided by the Buyer.
- E. **ASSIGNMENT:** Buyer shall not assign its rights or obligations without the prior written consent of Seller.
- F. **DEFAULT:** If Buyer fails to pay any amount herein provided within ten (10) days after the same is due and payable, or if Buyer fails to observe, keep or perform any other provision of this Agreement, then Seller shall have the right to exercise any one or more of the following remedies:
- To declare the entire amount due hereunder immediately due and payable without notice or demand to Buyer.
 - To sue for and recover all payments, then accrued or thereafter accruing.
 - To take possession of the goods provided hereunder, without demand or notice, wherever same may be located, without any court order or other process of law. Buyer hereby grants free and full access to the premises and hereby waives any and all damages occasioned by such taking of possession.
 - To pursue any other remedy at law or in equity.
- Notwithstanding any repossession or any other action which Seller may take, Buyer shall be and remain liable for the full performance of all obligations to be performed hereunder. All of Seller's remedies are cumulative, and may be exercised concurrently or separately.
- G. **LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to its conflict of law provisions. The parties hereto agree to submit to jurisdiction of the state or federal courts located in the county of Oakland and the Eastern District of Michigan, respectively.



48700 grand river ave, novi, mi 48274-1228
 www.iooffices.com | (248) 213-3010

DATE: 02/12/18

PROPOSAL: 62974
 PROJECT#: 20-530

#	QTY	PRODUCT		DESCRIPTION	SELL	EXTENDED
				Tag(s): Steven Morris Office		
9	1	LKFE2SLV	APE01	Lock Core Kit Silver - 2 Cores 2 Keys Key Number Key Number 101 Quantity: 1 Tag(s): Steven Morris Office	7.25	7.25
10	1	ESW-MHNO	ASC36	Access Mesh Wk Chr Sync Tlt Ctrl H/W Adj Arm Standard Cylinder Hard Casters Black Black Black GRD 1 UPH Fab: Centurion CLR: Black Tag(s): Steven Morris Office	308.45	308.45
11	3	5641B1		Focus, Side Chair, Mesh Back, Black Frame, with Casters, Armless Slate Mesh Fabric Grade Selections No Selection Fabric Grade 3 Panorama Standard Color Selection Panorama Townhouse Standard Black Carpet Casters No Ganging Bracket Upgrade Tag(s): Steven Morris Office	209.50	628.50
12	1	INSTALL		Receive, Deliver and Install (1) Offices	231.25	231.25

TERMS AND CONDITIONS OF SALE PER THE ATTACHED

DEPOSIT REQUIRED:	900.00	SUBTOTAL.....:	1,654.89
ACCEPTED BY _____		INSTALL.....:	231.25
DATE ACCEPTED _____		TOTAL	1,886.14

Line Item 6



48700 grand river ave, novi, mi 48374-1226
www.isooffices.com | (248) 213-3010

DATE: 02/12/18

PROPOSAL: 62974
PROJECT#: 20-530

PROPOSAL FOR:

City of Detroit Building Authority
ATT: JLL - John Cullen
1301 Third Avenue, Suite 101
Detroit, MI 48226

INSTALL AT:

City of Detroit Building Authority
1301 Third Avenue
Steve Morris' Office
Detroit, MI 48226
Bridget bridget.nutter@am.jll.com

SALESPERSON

Reggie Roland

CUSTOMER P/O.:

CONTRACT #

#	QTY	PRODUCT		DESCRIPTION	SELL	EXTENDED
1	1	T53066B	AWK01	Peninsula 30Wx66L Flat Eg Lam w/Grommet L1 Woodgrain Lam Opts Lam: Natural Maple-Former D Edg: Natural Maple *Prev EDD* Plastic Grommet Tag(s): Steven Morris Office	152.75	152.75
2	1	T52442S	AWK01	Primary 24Dx42W Flat Eg Lam w/Grommets L1 Woodgrain Lam Opts Lam: Natural Maple-Former D Edg: Natural Maple *Prev EDD* Plastic Grommet Tag(s): Steven Morris Office	69.44	69.44
3	1	PMP41	AWK01	Universal 8-1/2Hx41W Mod Pnl P1 Paint Opts CLR: Loft Tag(s): Steven Morris Office	43.88	43.88
4	3	Y629LKNP	AWK01	Lt Scale 29-1/2H Leg Non-handed Pntd P1 Paint Opts CLR: Loft Tag(s): Steven Morris Office	45.29	135.87
5	1	Y6EPPK	AWK01	Sup Col 29-1/2Hx2-1/4 Square Painted P1 Paint Opts CLR: Loft Tag(s): Steven Morris Office	35.63	35.63
6	1	T624FB	AWK01	Flat Bracket 24D Tag(s): Steven Morris Office	9.46	9.46
7	1	PF197-183I	APE01	Essentials Support Ped BBF 28Hx18Dx15W Integral Pull P1 Paint Opts CLR: Loft omt Core to Ord key Alike Tag(s): Steven Morris Office	131.83	131.83
8	1	PF198-182I	APE01	Essentials Support Ped FF 28Hx18Dx15W Integral Pull P1 Paint Opts CLR: Loft omt Core to Ord key Alike CONTINUED...	131.83	131.83

Item	Color	Mfg	Cat	Qty	Part Number	Part Description	Tag	Sell	Ext Sell
1		IE	IE	1		LATERAL FILE W/TOP - 36"W, 3 DRAWER		\$ 519.00	\$ 519.00
2		ALS	ALF	1	ELF336NI	Ess Lat 36W 39-1/8H 3-12" Drws Int Pull	COPIER AREA	\$ 0.00	\$ 0.00
					S(P1) .P7B .STD	P1 Paint Opts CLR: Loft Standard Random key			
3		ALS	ALF	1	AFNLFTP-3618L	Lateral File Top 36Wx18D Laminate	COPIER AREA	\$ 0.00	\$ 0.00
					S(L3WAPRM) .WMB1 .EV	L3 WilsonArt Premium Lam Opt Lam: Vapor Strandz 4939-18 Edg: Loft			
sub						Subtotal			\$ 519.00
4		IE	IE	3		FREESTANDING TESTING STATIONS - 48"W X 30"D		\$ 475.00	\$ 1,425.00
5		ALS	AWS	3	T53048S	Primary 30Dx48W Flat Eg Lam w/Grommets	TESTING	\$ 0.00	\$ 0.00
					S(L3WAPRM) .WMB1 .EV .P	L3 WilsonArt Premium Lam Opt Lam: Vapor Strandz 4939-18 Edg: Loft Plastic Grommet			
6		ALS	AWS	6	CEP3029F	Freestanding 30DX29-1/2H End Pnl Sup	TESTING	\$ 0.00	\$ 0.00
					S(P1) .P7B	P1 Paint Opts CLR: Loft			
7		ALS	AWS	3	G0G	Gussets (1 Pr)	TESTING	\$ 0.00	\$ 0.00
					S(P1) .P7B	P1 Paint Opts CLR: Loft			
8		ALS	A64	4	Z68L1327F	13Hx27W Tackable Fabric Lateral Screen	TESTING	\$ 0.00	\$ 0.00
					S(A) .LC 928 S(P1) .P7B	GRD A FAB FAB: Lucy Snowdrop P1 Paint Opts CLR: Loft			
9		ALS	A47	3	A871248A	Power Harness 48W 3 Circuit	TESTING	\$ 0.00	\$ 0.00
					.P	CLR: Black			
10		ALS	A47	3	A871501A	Duplex Receptacle Circuit 1 3-3-2 System	TESTING	\$ 0.00	\$ 0.00
					.E4	CLR: Black			
11		ALS	A47	3	A871502A	Duplex Receptacle Circuit 2 3-3-2 System	TESTING	\$ 0.00	\$ 0.00
					.E4	CLR: Black			
sub						Subtotal			\$ 1,425.00
12		IE	IE	3		ARMLSS TASK CHAIR FOR TEST STATIONS		\$ 271.00	\$ 813.00
13		ALS	ALC	3	EBW-MANO	Access Mesh Wk Chr Basic SyncTil No Arm	TESTING	\$ 0.00	\$ 0.00
					.2 .G .BLK .BLK .AM10 S(I) .CU 10	Standard Cylinder Hard Casters Black Black Black GRD 1 UPH Fab: Centurion CLR: Black			
sub						Subtotal			\$ 813.00
14		IE	IE	8		LATERAL FILE - 36"W, 4 DRAWER		\$ 527.00	\$ 4,216.00
15		ALS	ALF	8	ELF436NI	Ess Lat 36W 52-1/2H 4-12" Drws Int Pull	STORAGE RM	\$ 0.00	\$ 0.00
					S(P1) .P7B .STD	P1 Paint Opts CLR: Loft Standard Random key			
sub						Subtotal			\$ 4,216.00
16		IE	IE	6		LOCKERS (PODS OF 4) - OVERALL HEIGHT 65"H (24 TOTAL)		\$ 562.00	\$ 3,972.00
17		ALS	ALF	6	YPQWBK65241BLMI	Quad 65Hx24Wx18D LH Flush Base Met Frt Int	STORAGE RM	\$ 0.00	\$ 0.00
					S(P1) .P7B .L	P1 Paint Opts CLR: Loft Std Lock			
sub						Subtotal			\$ 3,972.00

Item	Color	Mfg	Cat	Qty	Part Number	Part Description	Tag	Sell	Ext Sell
18		ALS	ALS	1		Commodities Surcharge - Allsteel		\$ 157.50	\$ 157.50
19		WKS	WSK	1	INSTALL	Receive, Deliver & Install - Normal Business Hours		\$ 1,533.33	\$ 1,533.33
Grand Total									\$ 12,635.83