



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM



Date: June 8, 2023

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Deputy City Manager
Megan E. Schubert, Assistant City Manager
Rob Maleszyk, Chief Financial Officer
Dee Ann Irby, Controller
Kurt Bovensiep, Public Works Director
Brian Goul, Recreation Director
Emily Frontera, Purchasing Manager

Subject: Standard Purchasing Resolution 4: Omnia and NCPA Cooperative Purchasing Agreements and Bid Waiver- Troy Pavilion & Office Furnishings

History

Through the entire design process of the Jeanne M. Stine Community Park pavilion and ice-skating ribbon addition there has been a concentration of high-quality design. Site furnishings was an important element to the project requiring it to be versatile, durable for year-round use, and fit in the storage area when not in use. It was determined it would be in the City's best interest to purchase the furnishings separate and require the construction contractor to assemble the larger furnishings once construction was complete. The smaller furnishings within the pavilion will be assembled and installed by the furnishing supplier. Purchasing the furnishings separate also offered an opportunity to use cooperative pricing for some of the items.

With the assistance of the design consultant, OHM Advisors, samples were requested and evaluated to ensure the furnishings met all the requirements. OHM Advisors also assisted in selecting furnishings for the office space that was consistent with the other furnishings. The manufacture Anova from Interior Environments does not participate in the other furnishing cooperatives and will require a bid waiver.

Purchasing

- Pricing for bike racks, benches and receptacle containers has been secured from *Forms +Surfaces, Inc of Pittsburgh, PA* through the NCPA/OMNIA Partners Cooperative Purchasing Contract #07-90 for an estimated cost of \$69,042.00, as detailed in quote #247105-05.
- Pricing for pathway lighted bollards and bench seating has been secured from *Landscape Forms, Inc of Kalamazoo, MI* through the NCPA/OMNIA Partners Cooperative Purchasing Contract #07-100, for an estimated cost of \$61,052.08, as detailed in quote #386194.
- Pricing for Allsteel office furnishings has been secured from *Interior Environments of Novi, MI* through the OMNIA Partners Cooperative Contract #R191802, for an estimated cost of \$3,722.61, as detailed in proposal #13905.
- Pricing for outdoor rectangular tables and bench seating for covered pavilion area has been secured from *Interior Environments of Novi, MI* through the NCPA/OMNIA Partners Cooperative Purchasing Contract #7-92, for an estimated cost of \$28,816.71, as detailed in proposal #13907.



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Purchasing (continued)

- City Council authorized participation in the Cooperative Purchasing Program on November 14, 2022 (Resolution #2022-11-157).
- Anova manufactures customized sustainable, durable, outdoor site furnishings that is consistent with the look and materials used throughout the Pavilion site and covered pavilion area. The chairs and tables selected coordinate with the design, are stackable and can be utilized for different seating arrangements.
- It is in the best interest of the City, to waive the bid process and contract with *Interior Environments of Novi, MI*, the local dealer for Anova, for the purchase and installation of Anova tables and chairs, for an estimated cost of \$68,148.46, as detailed in the attached proposal #13906. Interior Environments has provided the City with design and office furniture for many years, providing professional customer service and meeting all contract requirements.

Financial

Funds are budgeted in the Fiscal Year 2023 Capital Fund- Parks Development- Land Improvements Stine Community Park and the associated Project Number of 2022CG0004.

Recommendation

City Management requests authorization to purchase the site furnishings from *Interior Environments of Novi, MI*, using the OMNIA and NCPA/OMNIA cooperative contracts for a total expenditure of \$32,539.32, from *Forms and Surfaces of Pittsburgh, PA*, using the NCPA/OMNIA cooperative for a total expenditure of \$69,042.00, from *Landscape Forms of Kalamazoo, MI*, using the NCPA/OMNIA cooperative for a total expenditure of \$61,052.08, and waives the bid process for *Interior Environments of Novi, MI*, for a total expenditure of \$68,148.46 as detailed in the attached quotes. Additionally, City Management requests a contingency expenditure of \$23,750.



ARCHITECTS. ENGINEERS. PLANNERS.

June 6, 2023

Mr. Kurt Bovensiep
Public Works Director
City of Troy
4693 Rochester Rd
Troy, Michigan 48085

RE: Furnishing Recommendation
Troy Pavilion –Design Services for Pavilion and Site Furnishings

Dear Mr. Bovensiep,

Prices were received for the Pavilion and Site furnishings for Troy Pavilion for owner purchase, contractor installed items. Each furniture contractor has referenced the cooperative bid contract utilized to determine pricing for each category within their quotes. Below is a table which identifies each manufacturer’s associated costs and contracts.

| Manufacturer | Contractors/Contract | Amount |
|------------------------|-----------------------------------|---------------------|
| Allsteel | Interior Environments/Omnia | \$3,722.61 |
| Anova | Interior Environments/No Contract | \$68,148.46 |
| Grand Rapids Chair Co. | Interior Environments/NCPA | \$28,816.71 |
| Forms + Surfaces | Forms and Surfaces/NCPA* | \$69,042.00 |
| Landscape Forms | Landscape Forms/NCPA* | \$61,052.08 |
| Total Amount: | | \$230,781.86 |

(*) Asterisk represents site furnishings being purchased by the City of Troy directly from the manufacturer, to be installed by the contractor.

Upon review, if everything above appears to be satisfactory, please issue Purchase Orders for each Manufacturer and send to OHM Advisors. We will forward to the contractors and coordinate on behalf of the City of Troy as necessary.

Sincerely,
OHM Advisors,

Sarah Huddas, PLA, ASLA

Lauren Christenson, IIDA, NCIDQ

Encl: OHM Furniture Recommendation Package
Product Quotes

cc: Christopher Ozog, OHM Advisors, Alexis Mihalyfi, Interior Designer

QUOTATION # 247105-05

Quotation No: 247105-05
Project: TROY PAVILION - SITE PACKAGE 2023
Specifier: OHM ADVISORS, LIVONIA, MI
Territory Manager: CHRIS THOMAS

To:
 ALL BIDDERS
 :
 United States

| | |
|-----------------------------|----------------------|
| Quote Date | 09/27/2022 |
| Quotation Valid Thru | 08/06/2023 |
| Terms | 50%DEP,BAL NET30 OAC |

| | |
|----------------------|-----------------------|
| Attention | ESTIMATING DEPARTMENT |
| Contact Phone | |
| Contact Fax | |

****PRICING AND SUPPLY CONTINGENT UPON VALID NCPA MEMBER PURCHASING PARTY AT TIME OF ORDER PLACEMENT****
 F+S NCPA Contract #: 07-90
 Category: Furniture

| Item | Part / Rev / Description / Details | Quantity | Unit Price | Extended Price |
|------|--|----------|------------|----------------|
| 001 | 911-00031 Rev: 000 U/M: EA SKCOR,AL,PC,SFM PRODUCT: CORDIA BIKE RACK DIMENSIONS: 20" L X 3.5" D X 34.5" H (508MM X 89MM X 876MM) BODY MATERIAL: CAST ALUMINUM COVER PLATE MATERIAL: STAINLESS STEEL BODY & COVER PLATE POWDERCOAT FINISH: SLATE TEXTURE MOUNTING: SURFACE MOUNTED ANCHOR KIT: 906-00247 - 3/8" SST & EPOXY ANCHOR KIT 1 ANCHOR KIT SOLD AND LISTED SEPERATELY: SEE LINE ITEM 002 NOTE: Due to the inherent nature of metal castings, gloss powdercoat colors are not offered. | 8.0000 | 568.00 | 4,544.00 |
| 002 | 906-00247 Rev: 000 U/M: EA 3/8" SST & EPOXY ANCHOR KIT 1 | 8.0000 | 130.00 | 1,040.00 |
| 003 | 906-00303 Rev: 000 U/M: EA SBCOR-72BW,B,CU,2ARM,SFM PRODUCT: CORDIA BENCH CONFIGURATION: BACKED NOMINAL DIMENSIONS: 72.6"L X 23.8"D X 34.1"H SLAT MATERIAL: CUMARU HARDWOOD SLAT FINISH: NATURAL OILED FINISH FSC MATERIAL REFERENCE: FSC-SCS-COC-001461 / FSC 100% FSC LICENSE CODE: C004453 | 15.0000 | 2,738.00 | 41,070.00 |

CUSTOMER COPY

| QUOTATION | | | | # 247105-05 | | |
|------------------|--|------------------|---------|--------------------|----------|--|
| | <p>FRAME MATERIAL: CAST ALUMINUM FRAME POWDERCOAT COLOR: SLATE TEXTURE</p> <p>ARMRESTS: TWO INTEGRAL ARMRESTS (EXTERNAL) SEAT DIVIDERS: NO</p> <p>MOUNTING: SURFACE MOUNT</p> <p>"ANCHOR KIT: 906-00248 - 3/8" SST DROP-IN ANCHOR KIT 1 ANCHOR KIT SOLD AND LISTED SEPARATELY: SEE LINE ITEM 004"</p> <p>Due to the inherent nature of metal castings, gloss powdercoat colors are not offered.</p> | | | | | |
| 004 | <p>906-00248</p> <p>3/8" SST DROP-IN ANCHOR KIT 1</p> | Rev: 000 U/M: EA | 15.0000 | 17.00 | 255.00 | |
| 005 | <p>908-00479</p> <p>SLCOR-136C,SS,WD,R,NSEC,SFM,GRPHC</p> <p>PRODUCT DESCRIPTION : CORDIA RECEPTACLE CAPACITY: 36 GALLON CONFIGURATION: SINGLE STREAM</p> <p>INSET MATERIAL: CUMARU HARDWOOD INSET MATERIAL FINISH: NATURAL OIL FINISH FSC MATERIAL REFERENCE: FSC-SCS-COC-001461/FSC 100% FSC LICENSE CODE:C004453</p> <p>RAIN COVER: INCLUDED</p> <p>LID & FRAME POWDERCOAT FINISH: SLATE TEXTURE GRAPHIC: "LITTER" & SYMBOLS / WHITE GRAPHIC BACKGROUND COLOR: BLACK</p> <p>LATCH OPTION: LIFT LATCH</p> <p>NUMBER OF LINERS: (1) 36 GALLON FULL LINER BAG STRAPS OPTION: INCLUDED DRAIN HOLE OPTION: NOT INCLUDED</p> <p>MOUNTING TYPE: SURFACE MOUNT</p> <p>""ANCHOR KIT: 908-00463 - CORDIA RECEPTACLE ANCHOR KIT ANCHOR KIT SOLD AND LISTED SEPARATELY: SEE LINE ITEM 006"</p> | Rev: 000 U/M: EA | 2.0000 | 2,181.00 | 4,362.00 | |
| 006 | <p>908-00463</p> <p>CORDIA RECEPTACLE ANCHOR KIT</p> | Rev: 000 U/M: EA | 2.0000 | 17.00 | 34.00 | |
| 007 | <p>908-00479</p> <p>SLCOR-136C,SS,WD,R,NSEC,SFM,GRPHC</p> <p>PRODUCT DESCRIPTION : CORDIA RECEPTACLE CAPACITY: 36 GALLON CONFIGURATION: SINGLE STREAM</p> <p>INSET MATERIAL: CUMARU HARDWOOD</p> | Rev: 000 U/M: EA | 2.0000 | 2,181.00 | 4,362.00 | |

| | |
|------------------|--------------------|
| QUOTATION | # 247105-05 |
|------------------|--------------------|

| | | | | | | |
|-----|--|----------|---------|--------|----------|----------|
| | INSET MATERIAL FINISH: NATURAL OIL FINISH FSC MATERIAL REFERENCE: FSC-SCS-COC-001461/FSC 100% FSC LICENSE CODE:C004453 RAIN COVER: INCLUDED LID & FRAME POWDERCOAT FINISH: SLATE TEXTURE GRAPHIC: "RECYCLING" & SYMBOLS / WHITE GRAPHIC BACKGROUND COLOR: BLUE LATCH OPTION: LIFT LATCH NUMBER OF LINERS: (1) 36 GALLON FULL LINER BAG STRAPS OPTION: INCLUDED DRAIN HOLE OPTION: NOT INCLUDED MOUNTING TYPE: SURFACE MOUNT ""ANCHOR KIT: 908-00463 - CORDIA RECEPTACLE ANCHOR KIT ANCHOR KIT SOLD AND LISTED SEPARATELY: SEE LINE ITEM 008"" | | | | | |
| 008 | 908-00463 CORDIA RECEPTACLE ANCHOR KIT | Rev: 000 | U/M: EA | 2.0000 | 17.00 | 34.00 |
| 009 | SXHP HANDLING & PACKAGING | Rev: 000 | U/M: EA | 1.0000 | 6,600.00 | 6,600.00 |
| 010 | SXFRT FREIGHT SINGLE SHIPMENT - COMMON CARRIER GROUND SERVICE | Rev: 000 | U/M: EA | 1.0000 | 5,905.00 | 5,905.00 |
| 011 | SXINSU ADD FOR FOB DESTINATION Receiving parties are responsible to document via digital images, notate on delivery receipt prior to signing, and immediately notify an F+S representative of any visible damage to the exterior of crating or packaging. Actual inspection of goods must be completed and any damage claims filed within 48 hours of delivery. | Rev: 000 | U/M: EA | 1.0000 | 836.00 | 836.00 |

Total Items Price US\$ 69,042.00

Grand Total US\$ 69,042.00

PRICING AND SUPPLY CONTINGENT UPON VALID NCPA MEMBER PURCHASING PARTY AT TIME OF ORDER PLACEMENT

F+S NCPA Contract #: 07-90
 Category: Furniture

The following Terms and Conditions of Sale are incorporated into F+S NCPA Contract # 07-90 as a Supplemental Agreement between F+S and Buying Party.

CUSTOMER COPY

QUOTATION

247105-05

LEADTIME:

Shipment from our facility will be apx 6-weeks from receipt of confirmed F+S Order Acknowledgment and signed F+S Approval Drawings, if applicable. All ship date references are estimated and are not guaranteed.

PRICING AND CONFORMITY:

Pricing reflects our understanding of the requirements based on the information provided to us from the quoted or ordering party. The quoted or ordering party is responsible for confirming quantities, sizes, finishes and conformity with any relevant plans and specifications. These considerations are independent of any prior F+S specification efforts, drawings or engineering details that may have previously been issued by F+S or otherwise obtained by the quoted or ordering party or any involved third-party.

Pricing assumes fabrication in accordance with F+S standard or recommended manufacturing methods.

DELIVERY:

Receiving parties are responsible for off-loading all materials from the carrier which may require a forklift, pallet jack or other specialized equipment, tools and appropriate manpower. Receiving parties are responsible to document via digital images, notate on delivery receipt prior to signing, and immediately notify an F+S representative of any visible damage to the exterior of crating or packaging. Actual inspection of goods must be completed and any damage claims filed within five business days of delivery. Unpacking, assembly or installation are the responsibility of the buying party or their assigns. All deliveries are curbside if no loading dock is available or accessible at delivery site.

For questions regarding lead times, deposits, approvals, etc. please contact your F+S Project Sales Coordinator.

PAYMENT INSTRUCTIONS:

USPS Mail Remittance:

Forms+Surfaces, Inc
Accounts Receivable
PO Box 3625
Pittsburgh, PA 15230-3625

ACH or Wire Transfer:

Beneficiary's Name: Forms + Surfaces, Inc
Bank Name: Dollar Bank
Bank Address: 3 Gateway Center, Eleven South
Pittsburgh, PA 15222
ABA Number: 243074385
Account Number: 0908055515

Courier Service:

Forms+Surfaces, Inc
Accounting Dept
30 Pine Street
Pittsburgh, PA 15223

Quote

Date: 06/06/2023

LF Quote#: 0000386194

PO#:

Project: Troy Pavilion Project

Bill To: OHM Advisors - Livonia, MI
 ATTN: Accounts Payable
 City of Troy
 500 W. Big Beaver Road
 Troy, MI 48084

CORPORATE

7800 E. Michigan Avenue
 Kalamazoo, MI 49048-9543
 P: 800.521.2546 F: 269.381.3455
 www.landscapeforms.com
 Federal I.D.# 38-1897577
 FSC# NC-COC-001261

Ship To: OHM Advisors - Livonia, MI
 ATTN: TBA
 500 W. Big Beaver Road
 Troy, MI 48084

Ship To Contact Phone:248-524-3300
 Ship Via: Common Carrier
 F.O.B.: Destination

| Qty | Description | Unit Price | Total Price |
|-----|-------------|------------|-------------|
|-----|-------------|------------|-------------|

CONTRACT: NCPA #07-100

When ordering please confirm:

- Shipping address and contact information (name and ph#)
- Billing address and contact information
- Is your firm or the project tax exempt? If so, exemption certificate must accompany order
- Delivery schedule:

___ Ship immediately upon completion
 OR Ship On/After the date:_____

| | | | |
|----|--|-------------|--------------|
| 10 | Sentinel Bollards Bollard Style: <i>Mitre Top Bollard</i> Mounting: <i>Embedded</i> Light Option: <i>No LED Light kit</i> Powdercoat Color: <i>Designer Palette - Architectural Series</i> Designer Palette: Architectural Series: <i>Obsidian</i> | \$ 1,837.11 | \$ 18,371.10 |
| 7 | Sentinel Bollards Bollard Style: <i>Mitre Top Bollard</i> Mounting: <i>Removable</i> Light Option: <i>No LED Light kit</i> Powdercoat Color: <i>Designer Palette - Architectural Series</i> Designer Palette: Architectural Series: <i>Obsidian</i> | \$ 2,461.20 | \$ 17,228.40 |
| 1 | Link Bench Bench Style: <i>Piano Key Bench</i> Support Style: <i>Metal Legs</i> Wood Species: <i>Thermally Modified Ash no finish (exterior use only)</i> | \$ 3,463.26 | \$ 3,463.26 |

Cust #: 0RPWF
 SSR: Kyle Verseman
 Rep: Kyle Verseman, MI5

Landscape Forms Customer Service

Purchaser

Seller

Quote

Date: 06/06/2023

LF Quote#: 0000386194

PO#:

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| Qty | Description | Unit Price | Total Price |
|-----|--|-------------|--------------|
| 2 | Segment 1 Selections: Segment 1 Seat Configuration: <i>Piano Key 140" Radius</i> Segment 1 Back Configuration: <i>Outside Full Backrest</i> Segment 1 Arm Option: <i>End Arms</i> Bench Frame Powdercoat Color: <i>Designer Palette - Architectural Series</i> Arm Powdercoat Color: <i>Designer Palette - Architectural Series</i> Support Powdercoat Color: <i>Designer Palette - Architectural Series</i> Bench Frame Designer Powdercoat Palette: <i>Obsidian</i> Arm Designer Powdercoat Palette: <i>Obsidian</i> Support Designer Powdercoat Palette: <i>Obsidian</i> Link Bench Bench Style: <i>Piano Key Bench</i> Support Style: <i>Metal Legs</i> Number of Bench Segments:3 Wood Species: <i>Thermally Modified Ash no finish (exterior use only)</i> NOTE:: <i>See below for detail of parts in this Link Bench configuration</i> Segment 1 Selections: Segment 1 Seat Configuration: <i>Piano Key 140" Radius</i> Segment 1 Back Configuration: <i>Outside Full Backrest</i> Segment 1 Arm Option: <i>Left End Arm Only</i> Segment 2 Selections: Segment 2 Seat Configuration: <i>Piano Key 140" Radius</i> Segment 2 Back Configuration: <i>Outside Full Backrest</i> Segment 2 Arm Option: <i>Armless</i> Segment 3 Selections: Segment 3 Seat Configuration: <i>Piano Key 140" Radius</i> Segment 3 Back Configuration: <i>Outside Full Backrest</i> Segment 3 Arm Option: <i>Right End Arm Only</i> Bench Frame Powdercoat Color: <i>Designer Palette - Architectural Series</i> Arm Powdercoat Color: <i>Designer Palette - Architectural Series</i> Support Powdercoat Color: <i>Designer Palette - Architectural Series</i> | \$ 9,264.66 | \$ 18,529.32 |

Cust #: 0RPWF
 SSR: Kyle Verseman
 Rep: Kyle Verseman, MI5

Landscape Forms Customer Service

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 ATTN: TBA
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 Troy, MI 48084

Ship To Contact Phone:248-524-3300
 Ship Via: Common Carrier
 F.O.B.: Destination

| Qty | Description | Unit Price | Total Price |
|-----|--|---------------------|--------------|
| | Bench Frame Designer Powdercoat Palette: <i>Obsidian</i> | | |
| | Arm Designer Powdercoat Palette: <i>Obsidian</i> | | |
| | Support Designer Powdercoat Palette: <i>Obsidian</i> | | |
| | | Item Total | \$ 57,592.08 |
| | | Shipping & Handling | \$ 3,460.00 |
| | | Sub Total | \$ 61,052.08 |
| | | Estimated Tax | \$ 0.00 |
| | | Document Total | \$ 61,052.08 |

Payment Terms: NET 30 - PENDING CRED APPROVAL

Landscape Forms, Inc. reserves the right to change payment terms based on payment history as well as information obtained from commercial credit reporting agencies.

- Purchaser is responsible for confirming options, materials, quantities, etc., for completeness and conformity to plans and specifications.
- Changes to or cancellations of orders may incur a penalty charge of 30% or more. Special orders may not be changed or cancelled.
- Studio 431 (custom) orders cannot be cancelled once purchase order is received and approved.
- Studio 431 orders are subject to price increase after engineering/product development is complete and approved by designer, end user and purchaser. Modifications in price will be handled via Change Order.
- All orders that include a swing product must include an executed liability waiver to be accepted and entered into production.
- Only the Material Supplier Standard Limited Warranty shall apply to all product sold by Landscape Forms. No other warranties or changes to the standard warranty will be applied or accepted.
- No merchandise can be returned without authorization from Landscape Forms. Returns may be subject to a disposition fee of 30-100%.
- Prices based on quantities shown and quantity changes may affect price.

Cust #: 0RPWF
 SSR: Kyle Verseman
 Rep: Kyle Verseman, MI5

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Purchaser

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Quote

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Troy, MI 48084

Ship To Contact Phone:248-524-3300

Ship Via: Common Carrier

F.O.B.: Destination

- QUOTED prices are held for 60 days. After receipt of a written ORDER, prices will be held for up to twelve months from receipt of the order. Changes in quantity or specification may affect pricing. Upfit pricing will only be held for six months after receipt of a written order.
- Pricing includes selection from our standard color palette. Optional colors and custom color matches are available for an additional fee and will extend lead-time. Please contact our corporate office for more information.
- Fixtures for custom products are the property of Landscape Forms, Inc., and are not available for sale.
- Landscape Forms is a supplier only and ships via common carrier. Customer is responsible for offloading and installing unless otherwise indicated above.
- Handling fees alone will apply on third party and customer pick-up orders.
- Mounting hardware is only available on a limited number of products. Please consult the installation recommendations or contact our corporate office to confirm. In the event hardware is provided, it MUST be used for proper installation.
- Refer to Care and Maintenance guidelines for more detailed information and instructions.
- All orders ship upon completion of fabrication. A one-week grace period may be available, after which storage fees will apply.
- This Agreement contains the entire understanding between the parties. All prior communications are merged into this Agreement. The terms of this Agreement shall control any conflict between documents.
- This Agreement may be signed by the parties separately and by facsimile, and together they shall be deemed one binding, original Agreement.
- Purchaser shall pay all costs and expenses paid or incurred by Landscape Forms, Inc. in collecting any amounts due for goods purchased by Purchaser, including without limitation, reasonable attorneys' fees and collection costs. Balances on invoices not paid within 30 days of date of invoice, or within an alternate period of time as determined and indicated by Landscape Forms, shall incur interest at a rate of 18% per annum. Cash discounts are not offered.
- Tax is estimated. Actual tax will be charged on final invoice and shall be payable by the Purchaser. U.S. customers must provide a valid sales tax exemption or resale certificate to remove liability.
- To the extent purchaser supplies or modifies the standard specifications for any products, Landscape Forms, Inc. expressly disclaims all representations and warranties related to such products or their design whether express or implied except that the products shall be manufactured in accordance with purchaser's specifications.
- **REMITTANCE OPTIONS:** For information on paying via credit card, ACH, direct bank transfer, or wire please email us at AR@landscapeforms.com. Please note all credit card charges will be subject to a 3% surcharge. Mail payments to:

USD Checks

Landscape Forms, Inc.
Dept 78073
PO Box 78000
Detroit, MI 48278-0073
USA

CAD Cheques

Landscape Forms, Inc.
PO Box 2408
Station A
Toronto, Ontario M5W 2K6
CAN

Page: 4 of 4

Cust #: 0RPWF
SSR: Kyle Verseman
Rep: Kyle Verseman, MI5

Landscape Forms Customer Service

Purchaser

Seller

landscapeforms®



Proposal

Interior Environments - Novi
48700 Grand River Ave
Novi, MI 48374
Phone: (248) 213-3010

| | |
|----------------|--------------|
| Order Number | 13905 |
| Date | 05/25/2023 |
| Customer PO No | |
| Customer Name | City Of Troy |
| Salesperson | Joe LaPointe |
| Terms | NET 10 |
| Page | 1 of 6 |

T City Of Troy
 O 500 W Big Beaver Rd
 Troy, MI 48084

ATTN: City of Troy
 Email: l.campbell@troymi.gov

S Troy Pavilion
 H Town Center Dr
 I Troy, Mi 48085
 P

T
 O ATTN: City of Troy
 Email: l.campbell@troymi.gov

Prepared for : Joe LaPointe

Due to the current challenges in the global supply chain and labor environment, pricing and lead times remain in a state of flux. Our team will do it's best to communicate any changes as they arise and provide the best available solutions to meet your needs. Thank you for your business and understanding.

| Line | Quantity | Description | Unit Price | Extended Amount |
|------|--------------|---|------------|-----------------|
| 1 | 1.00 Each | INTK-NONO--.2-.1-.H-\$(P2)-.P8B-.BLK Inspire Work Chair-Fixed Arm-No Uph .2:Standard cylinder .1:Blk Dual-Whl Soft Tread Caster .H:Non-Flexible \$(P2):P2 Grd Frame .P8B:Night Bronze .BLK:Black Tag: Tag TG: OFFICE 101 - A1 | 436.41 | 436.41 |
| 2 | 2.00 Each | INST-NGANO--.0-.N-\$(P2)-.P8B-.BLK Inspire 4-Leg Stack-Armless-No Uph-Glides .0:Nylon Glide .N:No Arm Cap \$(P2):P2 Grd Frame .P8B:Night Bronze .BLK:Black Tag: Tag TG: OFFICE 101 - A2 | 263.25 | 526.50 |
| 3 | 1.00 Each | T53072S--\$(L2STD)-.LFC1-.FC-.P Primary 30Dx72W Flat Eg Lam w/Grommets \$(L2STD):Grd L2 Standard Laminates .LFC1:Fawn Cypress .FC:Fawn Cypress .P:Plastic Grommet Tag: Tag TG: OFFICE 101 - A3 Tag L1: 30x60 | 283.96 | 283.96 |
| 4 | 1.00 Each | T52448S--\$(L2STD)-.LFC1-.FC-.P Primary 24Dx48W Flat Eg Lam w/Grommets \$(L2STD):Grd L2 Standard Laminates .LFC1:Fawn Cypress .FC:Fawn Cypress .P:Plastic Grommet Tag: Tag TG: OFFICE 101 - A3 Tag L1: 24x48 | 180.56 | 180.56 |
| 5 | 1.00 Each | T52472S--\$(L2STD)-.LFC1-.FC-.P Primary 24Dx72W Flat Eg Lam w/Grommets \$(L2STD):Grd L2 Standard Laminates .LFC1:Fawn Cypress | 251.32 | 251.32 |



Proposal

Interior Environments - Novi
48700 Grand River Ave
Novi, MI 48374
Phone: (248) 213-3010

| | |
|----------------|--------------|
| Order Number | 13905 |
| Date | 05/25/2023 |
| Customer PO No | |
| Customer Name | City Of Troy |
| Salesperson | Joe LaPointe |
| Terms | NET 10 |
| Page | 2 of 6 |

| | | .FC:Fawn Cypress .P:Plastic Grommet Tag: Tag TG: OFFICE 101 - A3 Tag L1: 24x60 | | |
|----|--------------|--|--------|--------|
| 6 | 1.00 Each | YPPSP281518FFM--.BX-.I-(P1)-.P7D-(MATCH)-.NA-.X Align Ped 28x15x18 FF MetFront Plinth .BX:Recessed Plinth .I:Integral \$(P1):P1 Paint Opts .P7D:Brownstone \$(MATCH):Match Case .NA:Match Case .X:Omit Lock Tag: Tag TG: OFFICE 101 - A3 Tag L1: F/F | 337.94 | 337.94 |
| 7 | 1.00 Each | YPPSP281524BBFM--.BX-.I-(P1)-.P7D-(MATCH)-.NA-.X Align Ped 28x15x24 BBF MetFront Plinth .BX:Recessed Plinth .I:Integral \$(P1):P1 Paint Opts .P7D:Brownstone \$(MATCH):Match Case .NA:Match Case .X:Omit Lock Tag: Tag TG: OFFICE 101 - A3 Tag L1: B/B/F | 352.28 | 352.28 |
| 8 | 2.00 Each | CDG--\$(P1)-.P7D Gussets (1 Pr) \$(P1):P1 Paint Opts .P7D:Brownstone Tag: Tag TG: OFFICE 101 - A3 Tag L1: CDG | 52.16 | 104.32 |
| 9 | 2.00 Each | CEP2429F--\$(P1)-.P7D Freestanding 24DX29-1/2H End Pnl Sup \$(P1):P1 Paint Opts .P7D:Brownstone Tag: Tag TG: OFFICE 101 - A3 Tag L1: FEP | 80.52 | 161.04 |
| 10 | 2.00 Each | CEP3029F--\$(P1)-.P7D Freestanding 30DX29-1/2H End Pnl Sup \$(P1):P1 Paint Opts .P7D:Brownstone Tag: Tag TG: OFFICE 101 - A3 Tag L1: FEP | 89.06 | 178.12 |
| 11 | 1.00 Each | CS609--\$(P1)-.P7D Full-Hgt 29-1/2Hx60W Mod Pnl \$(P1):P1 Paint Opts .P7D:Brownstone Tag: Tag TG: OFFICE 101 - A3 Tag L1: MP 29.5Hx60W | 81.74 | 81.74 |
| 12 | 2.00 Each | T624FB Flat Bracket 24D | 23.49 | 46.98 |



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| | | Tag: Tag TG: OFFICE 101 - A3 Tag L1: FB | | |
|----|--------------|---|--------|--------|
| 13 | 1.00 Each | LKFE2SLV--\$(KEYNUM)-.X101-.1 Lock Core Kit Silver - 2 Cores 2 Keys \$(KEYNUM):Key Number .X101:Key Number 101 .1:1 Tag: Tag TG: OFFICE 101 - A3 | 18.00 | 18.00 |
| 14 | 1.00 Each | AMKF22--.X Master Key .X:No Color Choice Tag: Tag TG: OFFICE 101 - A3 | 9.15 | 9.15 |
| 15 | 1.00 Each | Allsteel Dealer Kickback Allsteel Dealer Kickback Tag: Tag TG: Allsteel Dealer Kickback | 0.00 | 0.00 |
| 16 | 1.00 Each | Labor--- Receive, Install and Deliver :Straight Time :Non-Union :(1) U-Shaped Desk, (3) Chairs Tag: Tag TG: Labor | 754.29 | 754.29 |

| | |
|---------------------------|-------------------|
| Order Sub-Total : | \$3,722.61 |
| TOTAL ORDER : | \$3,722.61 |
| Required Deposit 50.00% : | \$1,861.31 |

PLEASE REVIEW THIS QUOTATION AND NOTIFY US PROMPTLY OF ANY CORRECTIONS REQUIRED THANK YOU FOR THE OPPORTUNITY TO BE OF SERVICE

Utilizing Allsteel Omnia Contract R191802

A FINANCE CHARGE OF 1-1/2% PER MONTH WHICH IS AN ANNUAL PERCENTAGE RATE OF 18% WILL BE CHARGED ON ACCOUNTS PAST DUE.

Signature: _____ **Name:** _____ **Title:** _____ **Date:** _____



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**Balco Interiors LLC and IE Connect LLC -
d/b/a INTERIOR ENVIRONMENTS
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. **OFFER AND ACCEPTANCE:** All orders for the purchase of goods and services from Seller require a proposal prepared by Seller which has been approved and signed by an authorized signatory of Buyer. Seller's proposal shall constitute an offer and Buyer's approval of the proposal shall constitute acceptance of that offer. If Buyer submits a purchase order before Seller issues a proposal, Seller's proposal shall constitute a counteroffer and Buyer's approval of the Seller's proposal shall constitute acceptance of that counter offer without any additional terms or conditions.
- C. **AGREEMENT:** Following the offer and acceptance described above and Seller's payment as provided in paragraph 2 below, an "Agreement" between the parties shall be deemed to have been formed with such Agreement comprised solely of Seller's proposal together with these Terms and Conditions of Sale. The Agreement shall be deemed to supersede any prior written or oral agreements and any different or conflicting terms in any quote, invoice, Buyer purchase order, shipper or any other document. For the avoidance of doubt, any different, additional or conflicting terms provided on any ancillary Buyer document(s) are expressly rejected by Seller.
- D. **MODIFICATIONS/CHANGES/CANCELLATIONS:** Any requested modification to an Agreement is subject to the approval of Seller and the manufacturer or supplier of the goods ordered. Buyer will pay any and 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. Any modifications of an Agreement must be made via a signed and dated revised proposal.

2. CREDIT APPROVAL AND DEPOSITS

All orders are subject to credit approval. A deposit of 50% is required on all orders greater than \$5,000.00. No interest shall accrue on such deposits. Orders less than \$5,000.00 must be paid in full. The Agreement is deemed entered upon such payment by Buyer.

3. OWNERSHIP AND RISK OF LOSS

Transfer of title to the goods as between Seller and Buyer shall be deemed to have occurred when the Agreement is entered, and thereafter Buyer shall insure against risk of loss. If the goods are first received on behalf of Buyer by Seller, such goods shall be considered held by Seller subject to bailment for the sole benefit of Buyer.

4. PAYMENT

- A. **TIMING:** Any remaining balance on goods purchased under this Agreement and any related installation or other services will be invoiced upon delivery of the goods to the job site or, if installed by Seller, following substantial completion. Direct shipments from manufacturers will be invoiced upon shipment from the manufacturer. Any goods being held at Buyer's request, due to delays or otherwise, will be invoiced for product only upon Seller's receipt of same with separate invoicing for installation or other related services upon substantial completion.
- B. **PAYMENT TERMS:** Seller has the right to increase its prices at any time upon notice to Buyer to reflect any and all unusual or unforeseen increases in Seller cost, provided that any such increase shall be limited to the increase actually incurred by Seller. Buyer will not offset or recoup any claim against amounts due Seller. All invoices are due on the date noted on the related 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 the 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. **FREIGHT:** Buyer is solely responsible for any applicable freight and handling charges, including tariffs, for delivery from the manufacturer to Seller and is FOB origin. If not included in the proposal, such charges are not included in a price quotation and will be invoiced to Buyer separately after the Seller is invoiced by the carrier or manufacturer.
- D. **TAXES:** Buyer is solely responsible for any applicable sales, use, excise, or other taxes. If not included in the proposal, applicable taxes will be invoiced separately. If Buyer possesses tax-exempt status, a certificate of resale, or tax exemption is to be provided prior to order placement.
- E. **DELAYS:** If Buyer is unable or unwilling to receive goods at the prescribed shipping site on the mutually agreed delivery date any goods



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| Page | 5 of 6 |

thereafter stored by Seller will be at Buyer's expense until such time as Buyer is able to accept delivery. Seller shall have no obligation or liability to Buyer whatsoever for failure to ship goods by a particular date.

5. DELIVERY AND INSTALLATION

- A. **DELIVERY AND INSTALLATION:** Any contracted delivery and installation will be made during Seller's normal business hours of 7:00 a.m. to 3:30 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, any additional incremental 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. Any shipping, delivery, and performance dates are estimates only, and time is not of the essence. Seller may ship or direct shipments of all the goods at one time or in portions from time to time. Seller has the right, but not the obligation, to determine the method of shipment and routing of the goods, unless otherwise stated in Seller's delivery and installation proposal or acknowledgment.
- B. **SELLER'S RESPONSIBILITIES:** Unless received by Buyer or Buyer's agent directly, Seller will receive, inspect, stage, and if contracted, install Buyer's goods. All furnishings will be left clean and in working order. Carton and packing materials will be removed to the Buyer's waste disposal containers, and the premises will be left broom clean. At Seller's option, 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 time to accept goods, deliveries, installation, and completed work. All goods and services shall be considered accepted after Buyer or his agent has signed an acknowledgement document(s). All claims or exceptions must be made in writing the date the work is substantially complete. Notwithstanding the foregoing, if Buyer or Buyer's agent is unavailable or unwilling to sign acknowledgment document(s), Buyer shall be deemed to have accepted the goods and services "as is" or as otherwise noted by Seller on the acknowledgement document.
- 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 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 any Seller 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 plus fees, 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 to provide installation. 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 installation has begun, Buyer agrees to assume any expense incurred by Seller due to changes made at the Buyer's request or for any reason beyond Seller's reasonable commercial 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, 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 the job site is not ready on an agreed upon delivery date, and Buyer shall assume any risk of damage or loss thereof.
- I. **CONCEALED DAMAGED GOODS:** Buyer is required to report all concealed or damage packaged goods within seven (7) business days or receipt. In addition, Buyer is required to report all damage goods revealed upon unpackaging within seven (7) days of the same. Likewise, Buyer is required to and must send pictures of damaged goods, packages and labels to initiate any available warranty claim(s). Failure to report damages within the required reporting period with the required information may negate any warranty claims and Buyer shall accept responsibility for any and all costs associated with replacement or repairs of damaged goods.
- J. **DELIVERY AND INSTALL WARRANTY:** Seller shall warrant all delivery and installation services against defects in performance for a period of one (1) year following delivery unless stated otherwise in the documents accompanying these Terms and Conditions of Sale. If this proposal includes the provision of delivery and installation services, Seller warrants that delivery and installation services performed by



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|----------------|--------------|
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| Customer Name | City Of Troy |
| Salesperson | Joe LaPointe |
| Terms | NET 10 |
| Page | 6 of 6 |

Seller or by a permitted subcontractor or agent of Seller shall be performed in a good and workmanlike manner consistent with the best practices in the industry. In the event of a delivery and installation service defect, the Seller shall, at Buyer's discretion, repair or re-perform the defective services at no cost to the Buyer. All delivery and installation services performed after the one (1) year delivery and install warranty period including but not limited to product warranties, service, repairs, replacement, etc. shall be paid for by Buyer at Buyer's expense.

6. 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 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 OR RELATED TO THE DESIGN AND USE OF THE GOODS. SELLER SHALL ADVISE BUYER OF ALL RELATED MANUFACTURERS' WARRANTIES UPON BUYER'S REQUEST.
- B. **RESALE:** On any resale of the goods, Buyer shall contractually limit its buyer's warranty against both Buyer and Seller to the same extent that Paragraph 6(A) above limits the warranty offered by Seller.
- 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 Seller.
- D. **ASSIGNMENT:** Buyer shall not assign its rights or obligations under this Agreement without the prior written consent of Seller.
- E. **INDEMNIFICATION:** Buyer shall indemnify, defend, and hold harmless Seller with respect to all damages, losses, claims, and expenses, including, without limitation, consequential and incidental damages and reasonable attorney fees arising from or related to : i) Buyer's breach of any of Buyer's obligations under this Agreement and from; ii) Seller's interior design, project management, delivery, installation, or any other services except when caused by Seller's gross negligence or willful misconduct.
- 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 without prejudice to such remedies as may otherwise exist at law or in equity: i) to declare the entire amount due hereunder immediately due and payable without notice or demand to Buyer; ii) to sue for and recover all payments, then accrued or thereafter accruing; iii) to take possession of the goods provided hereunder, without demand or notice wherever 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.
- G. **NO WAIVER:** Seller's waiver of any right on one occasion shall not be a waiver of any future exercise of that right.
- H. **TIME FOR BRINGING ACTION:** Any action that Buyer brings against Seller that arises out of or relates to the goods and services provided by Seller to Buyer must be brought by Buyer within one year after the cause of action occurs.
- I. **LAW:** The Agreement shall be deemed entered into, and performed in substantial part, in Oakland County, Michigan. The 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 the exclusive personal jurisdiction of the state or federal courts serving Oakland County, Michigan for the resolution of any claim or cause of action that arises from or related to this Agreement or the goods or services provided by Seller.



Proposal

Interior Environments - Novi
48700 Grand River Ave
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| | |
|----------------|--------------|
| Order Number | 13907 |
| Date | 05/31/2023 |
| Customer PO No | |
| Customer Name | City Of Troy |
| Salesperson | Joe LaPointe |
| Terms | NET 10 |
| Page | 1 of 4 |

T City Of Troy
 O 500 W Big Beaver Rd
 Troy, MI 48084

ATTN: City of Troy
 Email: l.campbell@troymi.gov

S Troy Pavilion
 H Town Center Dr
 I Troy, Mi 48085
 P

T
 O ATTN: City of Troy
 Email: l.campbell@troymi.gov

Prepared for : Joe LaPointe

Due to the current challenges in the global supply chain and labor environment, pricing and lead times remain in a state of flux. Our team will do it's best to communicate any changes as they arise and provide the best available solutions to meet your needs. Thank you for your business and understanding.

| Line | Quantity | Description | Unit Price | Extended Amount |
|------|---------------|--|------------|-----------------|
| 1 | 12.00 Each | BWB-16-64-18----- Bowen Outdoor Bench :18"H x 64"W x 16"D :HDPE Slatted Seat - Walnut :Steel Frame Finish - Ultra Bronze :Black Nylon Glides :Quote #- 85302 Tag: Tag TG: Great Hall - C1 | 1,080.00 | 12,960.00 |
| 2 | 6.00 Each | BWC-36-82-RT-30----- Bowen Outdoor Communal Table :30"H x 36"W x 82"L :HDPE Slatted Table Top- Walnut :Steel Frame- Ultra Bronze :Black Nylon Glides :Quote #- 85302 Tag: Tag TG: Great Hall - A2 | 2,528.50 | 15,171.00 |
| 3 | 1.00 Each | Labor----- Receive, Install and Deliver :Straight Time :Non-Union :(12) Outdoor Bowen Benches, (06) Outdoor Bowen Tables) Tag: Tag TG: Labor | 685.71 | 685.71 |

| | |
|---------------------------|--------------------|
| Order Sub-Total : | \$28,816.71 |
| TOTAL ORDER : | \$28,816.71 |
| Required Deposit 50.00% : | \$14,408.36 |

PLEASE REVIEW THIS QUOTATION AND NOTIFY US PROMPTLY OF ANY CORRECTIONS REQUIRED THANK YOU FOR THE OPPORTUNITY TO BE OF SERVICE

Utilizing Grand Rapids Chair NCPA Contract 7-92

A FINANCE CHARGE OF 1-1/2% PER MONTH WHICH IS AN ANNUAL PERCENTAGE RATE OF 18% WILL BE CHARGED ON ACCOUNTS PAST DUE.

Signature: _____ Name: _____ Title: _____ Date: _____



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**Balco Interiors LLC and IE Connect LLC -
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- D. **MODIFICATIONS/CHANGES/CANCELLATIONS:** Any requested modification to an Agreement is subject to the approval of Seller and the manufacturer or supplier of the goods ordered. Buyer will pay any and 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. Any modifications of an Agreement must be made via a signed and dated revised proposal.

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4. PAYMENT

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- 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 damage and may not withhold payment on account thereof.
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- 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 to provide installation. 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 installation has begun, Buyer agrees to assume any expense incurred by Seller due to changes made at the Buyer's request or for any reason beyond Seller's reasonable commercial control.
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- I. **CONCEALED DAMAGED GOODS:** Buyer is required to report all concealed or damage packaged goods within seven (7) business days or receipt. In addition, Buyer is required to report all damage goods revealed upon unpackaging within seven (7) days of the same. Likewise, Buyer is required to and must send pictures of damaged goods, packages and labels to initiate any available warranty claim(s). Failure to report damages within the required reporting period with the required information may negate any warranty claims and Buyer shall accept responsibility for any and all costs associated with replacement or repairs of damaged goods.
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Proposal

Interior Environments - Novi
48700 Grand River Ave
Novi, MI 48374
Phone: (248) 213-3010

| | |
|----------------|--------------|
| Order Number | 13907 |
| Date | 05/31/2023 |
| Customer PO No | |
| Customer Name | City Of Troy |
| Salesperson | Joe LaPointe |
| Terms | NET 10 |
| Page | 4 of 4 |

Seller or by a permitted subcontractor or agent of Seller shall be performed in a good and workmanlike manner consistent with the best practices in the industry. In the event of a delivery and installation service defect, the Seller shall, at Buyer's discretion, repair or re-perform the defective services at no cost to the Buyer. All delivery and installation services performed after the one (1) year delivery and install warranty period including but not limited to product warranties, service, repairs, replacement, etc. shall be paid for by Buyer at Buyer's expense.

6. 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 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 OR RELATED TO THE DESIGN AND USE OF THE GOODS. SELLER SHALL ADVISE BUYER OF ALL RELATED MANUFACTURERS' WARRANTIES UPON BUYER'S REQUEST.
- B. **RESALE:** On any resale of the goods, Buyer shall contractually limit its buyer's warranty against both Buyer and Seller to the same extent that Paragraph 6(A) above limits the warranty offered by Seller.
- 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 Seller.
- D. **ASSIGNMENT:** Buyer shall not assign its rights or obligations under this Agreement without the prior written consent of Seller.
- E. **INDEMNIFICATION:** Buyer shall indemnify, defend, and hold harmless Seller with respect to all damages, losses, claims, and expenses, including, without limitation, consequential and incidental damages and reasonable attorney fees arising from or related to : i) Buyer's breach of any of Buyer's obligations under this Agreement and from; ii) Seller's interior design, project management, delivery, installation, or any other services except when caused by Seller's gross negligence or willful misconduct.
- 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 without prejudice to such remedies as may otherwise exist at law or in equity: i) to declare the entire amount due hereunder immediately due and payable without notice or demand to Buyer; ii) to sue for and recover all payments, then accrued or thereafter accruing; iii) to take possession of the goods provided hereunder, without demand or notice wherever 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.
- G. **NO WAIVER:** Seller's waiver of any right on one occasion shall not be a waiver of any future exercise of that right.
- H. **TIME FOR BRINGING ACTION:** Any action that Buyer brings against Seller that arises out of or relates to the goods and services provided by Seller to Buyer must be brought by Buyer within one year after the cause of action occurs.
- I. **LAW:** The Agreement shall be deemed entered into, and performed in substantial part, in Oakland County, Michigan. The 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 the exclusive personal jurisdiction of the state or federal courts serving Oakland County, Michigan for the resolution of any claim or cause of action that arises from or related to this Agreement or the goods or services provided by Seller.



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| Customer PO No | |
| Customer Name | City Of Troy |
| Salesperson | Joe LaPointe |
| Terms | NET 10 |
| Page | 1 of 5 |

T City Of Troy
 O 500 W Big Beaver Rd
 Troy, MI 48084

ATTN: City of Troy
 Email: l.campbell@troymi.gov

S Troy Pavilion
 H Town Center Dr
 I Troy, Mi 48084
 P

T
 O ATTN: City of Troy
 Email: l.campbell@troymi.gov

Prepared for : Joe LaPointe

Due to the current challenges in the global supply chain and labor environment, pricing and lead times remain in a state of flux. Our team will do it's best to communicate any changes as they arise and provide the best available solutions to meet your needs. Thank you for your business and understanding.

| Line | Quantity | Description | Unit Price | Extended Amount |
|------|---------------|--|------------|-----------------|
| 1 | 20.00 Each | RLA60R----- Vibe Recycled Plastic Dining Chair :34"H x 17"W x 23"D :Recycled Plastic Plank Seat- Mahogany :Aluminum Powder Coated Legs & Frame- Textured Bronze :Plastic Glides :Quote #- SFQ-00065178 Tag: Tag TG: Great Hall - B1 | 752.00 | 15,040.00 |
| 2 | 24.00 Each | ELV60R----- Elevation Recycled Plastic Lounge Chair :35"H x 25"W x 22"D :Recycled Plastic Plank Seat & Armrest- Mahogany :Aluminum Powder Coated Legs & Frame- Textured Bronze :Plastic Adjustable Glides :Quote #- SFQ-00065178 Tag: Tag TG: Great Hall - B1 | 980.00 | 23,520.00 |
| 3 | 6.00 Each | ELV52R----- Elevation 52" Round Recycled Plastic Table :31"H x 53" Dia. :Recycled Plastic Plank Top- Mahogany :Aluminum Powder Coated Frame- Textured Bronze :Quote #- SFQ-00065178 Tag: Tag TG: Great Hall - B1 | 2,462.00 | 14,772.00 |
| 4 | 7.00 Each | MIX2925R---- Mixx 34" Square Recycled Plastic Table :Frame Color- Textured Bronze :Plastic Slat Color- Mahogany :Quote #- SFQ-00065178 Tag: Tag TG: Great Hall - B1 | 1,424.65 | 9,972.55 |
| 5 | 1.00 Each | Freight-- Anova Freight :Quote #- SFQ-00065178 Tag: Tag TG: Freight | 3,130.16 | 3,130.16 |
| 6 | 1.00 Each | Labor---- Receive, Install and Deliver :Straight Time :Non-Union | 1,713.75 | 1,713.75 |



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:(20) Dining Chairs, (24) Lounge Chairs,
:(13) Dining Tables
Tag: Tag TG: Labor

| | |
|---------------------------|--------------------|
| Order Sub-Total : | \$68,148.46 |
| TOTAL ORDER : | \$68,148.46 |
| Required Deposit 50.00% : | \$34,074.23 |

PLEASE REVIEW THIS QUOTATION AND NOTIFY US PROMPTLY OF ANY CORRECTIONS REQUIRED THANK YOU FOR THE OPPORTUNITY TO BE OF SERVICE

A FINANCE CHARGE OF 1-1/2% PER MONTH WHICH IS AN ANNUAL PERCENTAGE RATE OF 18% WILL BE CHARGED ON ACCOUNTS PAST DUE.

Signature: _____ Name: _____ Title: _____ Date: _____



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**Balco Interiors LLC and IE Connect LLC -
d/b/a INTERIOR ENVIRONMENTS
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. **OFFER AND ACCEPTANCE:** All orders for the purchase of goods and services from Seller require a proposal prepared by Seller which has been approved and signed by an authorized signatory of Buyer. Seller's proposal shall constitute an offer and Buyer's approval of the proposal shall constitute acceptance of that offer. If Buyer submits a purchase order before Seller issues a proposal, Seller's proposal shall constitute a counteroffer and Buyer's approval of the Seller's proposal shall constitute acceptance of that counter offer without any additional terms or conditions.
- C. **AGREEMENT:** Following the offer and acceptance described above and Seller's payment as provided in paragraph 2 below, an "Agreement" between the parties shall be deemed to have been formed with such Agreement comprised solely of Seller's proposal together with these Terms and Conditions of Sale. The Agreement shall be deemed to supersede any prior written or oral agreements and any different or conflicting terms in any quote, invoice, Buyer purchase order, shipper or any other document. For the avoidance of doubt, any different, additional or conflicting terms provided on any ancillary Buyer document(s) are expressly rejected by Seller.
- D. **MODIFICATIONS/CHANGES/CANCELLATIONS:** Any requested modification to an Agreement is subject to the approval of Seller and the manufacturer or supplier of the goods ordered. Buyer will pay any and 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. Any modifications of an Agreement must be made via a signed and dated revised proposal.

2. CREDIT APPROVAL AND DEPOSITS

All orders are subject to credit approval. A deposit of 50% is required on all orders greater than \$5,000.00. No interest shall accrue on such deposits. Orders less than \$5,000.00 must be paid in full. The Agreement is deemed entered upon such payment by Buyer.

3. OWNERSHIP AND RISK OF LOSS

Transfer of title to the goods as between Seller and Buyer shall be deemed to have occurred when the Agreement is entered, and thereafter Buyer shall insure against risk of loss. If the goods are first received on behalf of Buyer by Seller, such goods shall be considered held by Seller subject to bailment for the sole benefit of Buyer.

4. PAYMENT

- A. **TIMING:** Any remaining balance on goods purchased under this Agreement and any related installation or other services will be invoiced upon delivery of the goods to the job site or, if installed by Seller, following substantial completion. Direct shipments from manufacturers will be invoiced upon shipment from the manufacturer. Any goods being held at Buyer's request, due to delays or otherwise, will be invoiced for product only upon Seller's receipt of same with separate invoicing for installation or other related services upon substantial completion.
- B. **PAYMENT TERMS:** Seller has the right to increase its prices at any time upon notice to Buyer to reflect any and all unusual or unforeseen increases in Seller cost, provided that any such increase shall be limited to the increase actually incurred by Seller. Buyer will not offset or recoup any claim against amounts due Seller. All invoices are due on the date noted on the related 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 the 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. **FREIGHT:** Buyer is solely responsible for any applicable freight and handling charges, including tariffs, for delivery from the manufacturer to Seller and is FOB origin. If not included in the proposal, such charges are not included in a price quotation and will be invoiced to Buyer separately after the Seller is invoiced by the carrier or manufacturer.
- D. **TAXES:** Buyer is solely responsible for any applicable sales, use, excise, or other taxes. If not included in the proposal, applicable taxes will be invoiced separately. If Buyer possesses tax-exempt status, a certificate of resale, or tax exemption is to be provided prior to order placement.
- E. **DELAYS:** If Buyer is unable or unwilling to receive goods at the prescribed shipping site on the mutually agreed delivery date any goods



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thereafter stored by Seller will be at Buyer's expense until such time as Buyer is able to accept delivery. Seller shall have no obligation or liability to Buyer whatsoever for failure to ship goods by a particular date.

5. DELIVERY AND INSTALLATION

- A. **DELIVERY AND INSTALLATION:** Any contracted delivery and installation will be made during Seller's normal business hours of 7:00 a.m. to 3:30 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, any additional incremental 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. Any shipping, delivery, and performance dates are estimates only, and time is not of the essence. Seller may ship or direct shipments of all the goods at one time or in portions from time to time. Seller has the right, but not the obligation, to determine the method of shipment and routing of the goods, unless otherwise stated in Seller's delivery and installation proposal or acknowledgment.
- B. **SELLER'S RESPONSIBILITIES:** Unless received by Buyer or Buyer's agent directly, Seller will receive, inspect, stage, and if contracted, install Buyer's goods. All furnishings will be left clean and in working order. Carton and packing materials will be removed to the Buyer's waste disposal containers, and the premises will be left broom clean. At Seller's option, 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 time to accept goods, deliveries, installation, and completed work. All goods and services shall be considered accepted after Buyer or his agent has signed an acknowledgement document(s). All claims or exceptions must be made in writing the date the work is substantially complete. Notwithstanding the foregoing, if Buyer or Buyer's agent is unavailable or unwilling to sign acknowledgment document(s), Buyer shall be deemed to have accepted the goods and services "as is" or as otherwise noted by Seller on the acknowledgement document.
- 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 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 any Seller 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 plus fees, 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 to provide installation. 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 installation has begun, Buyer agrees to assume any expense incurred by Seller due to changes made at the Buyer's request or for any reason beyond Seller's reasonable commercial 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, 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 the job site is not ready on an agreed upon delivery date, and Buyer shall assume any risk of damage or loss thereof.
- I. **CONCEALED DAMAGED GOODS:** Buyer is required to report all concealed or damage packaged goods within seven (7) business days or receipt. In addition, Buyer is required to report all damage goods revealed upon unpackaging within seven (7) days of the same. Likewise, Buyer is required to and must send pictures of damaged goods, packages and labels to initiate any available warranty claim(s). Failure to report damages within the required reporting period with the required information may negate any warranty claims and Buyer shall accept responsibility for any and all costs associated with replacement or repairs of damaged goods.
- J. **DELIVERY AND INSTALL WARRANTY:** Seller shall warrant all delivery and installation services against defects in performance for a period of one (1) year following delivery unless stated otherwise in the documents accompanying these Terms and Conditions of Sale. If this proposal includes the provision of delivery and installation services, Seller warrants that delivery and installation services performed by



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- D. **ASSIGNMENT:** Buyer shall not assign its rights or obligations under this Agreement without the prior written consent of Seller.
- E. **INDEMNIFICATION:** Buyer shall indemnify, defend, and hold harmless Seller with respect to all damages, losses, claims, and expenses, including, without limitation, consequential and incidental damages and reasonable attorney fees arising from or related to : i) Buyer's breach of any of Buyer's obligations under this Agreement and from; ii) Seller's interior design, project management, delivery, installation, or any other services except when caused by Seller's gross negligence or willful misconduct.
- 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 without prejudice to such remedies as may otherwise exist at law or in equity: i) to declare the entire amount due hereunder immediately due and payable without notice or demand to Buyer; ii) to sue for and recover all payments, then accrued or thereafter accruing; iii) to take possession of the goods provided hereunder, without demand or notice wherever 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.
- G. **NO WAIVER:** Seller's waiver of any right on one occasion shall not be a waiver of any future exercise of that right.
- H. **TIME FOR BRINGING ACTION:** Any action that Buyer brings against Seller that arises out of or relates to the goods and services provided by Seller to Buyer must be brought by Buyer within one year after the cause of action occurs.
- I. **LAW:** The Agreement shall be deemed entered into, and performed in substantial part, in Oakland County, Michigan. The 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 the exclusive personal jurisdiction of the state or federal courts serving Oakland County, Michigan for the resolution of any claim or cause of action that arises from or related to this Agreement or the goods or services provided by Seller.