

ITEM

5

Lawn Care 2025 Proposals Received

Monday, March 17, 2025

		2025 (one year)		2025-2026 (two year)			
		Cutting		Cutting		Weed Control	
		TTK Services	EverGreen	TTK Services	EverGreen	TTK Services	EverGreen
Form W9 Included?		No	Yes	No	Yes	No	Yes
Certificate of Liability Insurance Included?		No	Yes	No	Yes	No	Yes
Location	Size	Charge Per Cutting					
Town Hall building area	7.39 ac	\$ 340	\$ 250	\$ 340	\$ 250	\$ 100	\$ 350
Town Park & baseball fields	7.5 ac (est)	\$ 340	\$ 300	\$ 340	\$ 275	\$ 120	\$ 475
Soccer & football fields	6 ac (est)	\$ 300	\$ 300	\$ 300	\$ 275	\$ -	\$ 400
Town Cemetery	0.75 ac	\$ 75	\$ 25	\$ 75	\$ 25	\$ 25	\$ 100
Stockhausen Park	5 ac	\$ 90	\$ 125	\$ 90	\$ 125	\$ 75	\$ 450
Vivian Stockhausen Park	<1 ac	\$ 35	\$ 25	\$ 35	\$ 25	\$ 25	\$ 100
		<u>\$ 1,180</u>	<u>\$ 1,025</u>	<u>\$ 1,180</u>	<u>\$ 975</u>	<u>\$ 345</u>	<u>\$ 500</u>
	2024 Actual						
Totals for 20 weeks (estimated)	\$ 21,500	\$ 23,600	\$ 20,500	\$ 23,600	\$ 19,500		

EverGreen two-year contract is lowest bid

Weed Control as needed



TTK Custom Services LLC

826 Washington Drive | West Bend, Wisconsin 53095
 2624830202 | tyler@ttkcustomservicesllc.com | TTKCustomServicesLLC.com

RECIPIENT:

Town Of Trenton

1071 Wisconsin 33
 West Bend, Wisconsin 53095

Quote #601

Sent on _____

Total \$1,180.00

Product/Service	Description	Qty.	Unit Price	Total
Mowing Per time	*Town Hall building area located at 1071 Highway 33 Mowing, Blowing, and weed waking. Weekly Mowing AS Needed Season of 2025,2026 Price is per time. You only get charge when we mow.	1	\$340.00	\$340.00
Mowing Per time	*Town Park and baseball fields located at 1071 Highway 33 Mowing, Blowing, and weed waking. Weekly Mowing AS Needed Season of 2025 Price is per time. You only get charge when we mow.	1	\$340.00	\$340.00
Mowing Per time	*Soccer and football fields located at 1071 Highway 33 Mowing, Blowing, and weed waking. Weekly Mowing AS Needed Season of 2025 Price is per time. You only get charge when we mow.	1	\$300.00	\$300.00
Mowing Per time	*Town Cemetery, located on the Southeast corner lot at the intersection of N. Trenton and Wallace Mowing, Blowing, and weed waking. Weekly Mowing AS Needed holidays: Memorial Day, Independence Day and Labor Day Season of 2025,2026 Price is per time. You only get charge when we mow.	1	\$75.00	\$75.00
Mowing Per time	*Stockhausen Park located on Beck Lane Mowing, Blowing, and weed waking. Weekly Mowing AS Needed Season of 2025,2026 Price is per time. You only get charge when we mow.	1	\$90.00	\$90.00



TTK Custom Services LLC

826 Washington Drive | West Bend, Wisconsin 53095

2624830202 | tyler@ttkcustomservicesllc.com | TTKCustomServicesLLC.com

Product/Service	Description	Qty.	Unit Price	Total
Mowing Per time	*Vivian Stockhausen Park located on the corner of Cecelia Drive and Bernadine Circle Mowing, Blowing, and weed waking. Weekly Mowing AS Needed Season of 2025,2026 Price is per time. You only get charge when we mow.	1	\$35.00	\$35.00
Yearly Contrack	This Quote is for 4year contract 2025 2026	1	\$0.00	\$0.00
Total				\$1,180.00

TERMS AND CONDITIONS

The above quote (the "Quote") is valid for 30 days after the date it was provided to you, after which values may be subject to change. The Quote is only for the person whose name appears above, referred to as "you" in this agreement. These Terms and Conditions are incorporated into the Quote and govern the contractual agreement (the "Agreement") between you and TTK Custom Services LLC ("TTK" "we" and "us"). By clicking "Approve," you accept the Quote and agree to these Terms and Conditions.

Scope of Services. TTK will provide the products and perform the services described under "Products/Services" above (the "Services") at the address above (the "Services Site"). TTK will furnish the labor, materials, and supplies necessary to perform the Services in accordance with the terms and conditions of this Agreement. You may request reasonable changes to the Services, which must be in writing and may result in additional charges if TTK agrees to perform them. Payment for any such Services must be received by TTK in advance of the Services.

Compensation. Upon acceptance of this Agreement, you shall pay TTK a non-refundable down-payment of 50% of the amount of the Quote. The remaining amounts owed under the Agreement shall be due and payable on the following schedule: the amount for each service itemized above shall be due and payable immediately upon completion of the itemized service; any remaining amount owed upon completion of all Services shall be due and payable immediately upon completion of all of the Services. All payments, including the down-payment, shall be made by Cashier's check, Business check, credit card, or debit card.

Services Site. You shall have the Services Site prepared as described in this paragraph no later than the date Services are scheduled to begin. The Quote is subject to extra charges for any concealed problems including, without limitation: rocks, debris, drainage issues, and poor soil conditions not identified in the Quote. The Services Site shall be at a finished grade, properly drain, and in a clean, workable condition unless otherwise identified in the Quote. Unless specified in the Quote, the Quote does not include additional fill to establish the proper grade and all soil used will be sourced on-site.

Time of Performance. TTK will take all reasonable measures to complete the Services in accordance with the schedule above. However, you agree that all dates are subject to change if you request any changes or additions to the Services. You further agree that time is not of the essence with respect to TTK's performance under this Agreement and that TTK shall not be liable for any delay beyond its reasonable control, including delays caused by accident; bad weather; embargo; inability to obtain labor, materials, or manufacturing facilities; acts of God; government restrictions; acts of you or third parties; labor disputes; transportation shortages; national or local emergency, pandemic, or riots; non-delivery of suppliers; or delays of carriers or delivery agents. In the event of any such delay, the period for delivery or performance shall be extended accordingly.

Your Responsibilities. You shall be responsible for providing the following information to



TTK Custom Services LLC

826 Washington Drive | West Bend, Wisconsin 53095

2624830202 | tyler@ttkcustomservicesllc.com | TTKCustomServicesLLC.com

TTK prior to commencement of work:

Accurately advise TTK of the property lines of the Services Site; and

Accurately advise TTK of any subsurface utility and service lines, including but not limited to electrical, telephone, pet fencing, irrigation pipelines, and gas lines.

TK shall be entitled to rely on the accuracy and completeness of all such information provided by you and shall not be liable for damages or costs resulting from any errors or omissions.

Indemnity: To the fullest extent permitted by law, you agree to indemnify, defend, and hold harmless TTK and its officers, directors, administrators, employees, volunteers, attorneys, and agents (the "Indemnified Parties") from and against any and all loss, damages, claims, lawsuits, demands, and expense arising out of or in relation to this Agreement or its performance of Services under this Agreement, other than for gross negligence by TTK. This indemnity includes but is not limited to damages from natural causes and damages to any property at the Services Site.

Limitation of Liability. Notwithstanding any other provision, the total liability, in the aggregate, of TTK for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the Services shall not exceed the amounts actually received by TTK from you. Notwithstanding any other provision, TTK shall not be liable for any special, incidental, indirect, or consequential damages whatsoever.

Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin and shall be subject to the exclusive jurisdiction and venue of the courts of Washington County, Wisconsin.

Signature: _____

Date: _____



TTK Custom Services LLC

826 Washington Drive | West Bend, Wisconsin 53095

2624830202 | tyler@ttkcustomservicesllc.com | TTKCustomServicesLLC.com

RECIPIENT:

Town Of Trenton

1071 Wisconsin 33

West Bend, Wisconsin 53095

Quote #620

Sent on

Total

\$345.00

Product/Service	Description	Qty.	Unit Price	Total
Weed Control	Town Hall building area TTK Will spray all weeds on property to keep weeds away and down to make property looking great This price is for per time spraying events	1	\$100.00	\$100.00
Weed Control	Town Park and baseball fields TTK Will spray all weeds on property to keep weeds away and down to make property looking great This price is for per time spraying events	1	\$120.00	\$120.00
Weed Control	Soccer and football fields TTK Will spray all weeds on property to keep weeds away and down to make property looking great This price is for per time spraying events	1	\$0.00	\$0.00
Weed Control	Town Cemetery TTK Will spray all weeds on property to keep weeds away and down to make property looking great This price is for per time spraying events	1	\$25.00	\$25.00
Weed Control	Stockhausen Park TTK Will spray all weeds on property to keep weeds away and down to make property looking great This price is for per time spraying events	1	\$75.00	\$75.00
Weed Control	Vivian Stockhausen Park TTK Will spray all weeds on property to keep weeds away and down to make property looking great This price is for per time spraying events	1	\$25.00	\$25.00

Total

\$345.00



TTK Custom Services LLC

826 Washington Drive | West Bend, Wisconsin 53095

2624830202 | tyler@ttkcustomservicesllc.com | TTKCustomServicesLLC.com

received by TTK from you. Notwithstanding any other provision, TTK shall not be liable for any special, incidental, indirect, or consequential damages whatsoever.

Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin and shall be subject to the exclusive jurisdiction and venue of the courts of Washington County, Wisconsin.

Signature: _____

Date: _____

EverGreen

PROPERTY SERVICES
Full Service Lawn Care & Snow Removal
SLINGER, WI
414-587-9984

March 6, 2025

Ms. Cindy Komro
Attn: Grass Cutting Bid
Town of Trenton
1071 Highway 33 East
West Bend, WI 53095

RE: 2025-26 Lawn Maintenance Contract

Dear Ms. Komro:

Thank you for the opportunity to submit a proposal for 2025-2026 lawn maintenance services in the Town of Trenton. I have a full service company, based in Slinger, that firmly believes in providing quality service and promoting long-term relationships. Based upon the services requested, my proposal includes the following:

Mowing

Lawn to be maintained at a height not to exceed 3". During growing season, each site shall be mowed one time per week (as needed per growing conditions). Any additional mowing will be done on an as needed basis determined by Town staff.

Spring Clean-up/Restoration

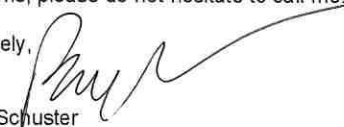
Damaged areas from Snow plowing contractor will be discussed separately.

<u>Site</u>	<u>1 Year option Mowing & Trimming (per cut)</u>	<u>2 Year option Mowing & Trimming (per cut)</u>	<u>Weed control</u>
Town Hall building area	\$250	\$250	\$350
Town Park and baseball fields*	\$300	\$275	\$475
Soccer and football fields*	\$300	\$275	\$400
Town Cemetery	\$25	\$25	\$100
Stockhausen Park	\$125	\$125	\$450
Vivian Stockhausen Park	\$25	\$25	\$100
Total	\$1025	\$975	\$500

*Figures quoted are based upon mowing all 3 sections at one visit. Should any sections need additional mowing visits, I am asking for a good faith negotiation about a trip charge to cover the additional travel. These fees are based upon the current landscape. Costs for additional work beyond the scope of the contract will be agreed upon prior to any work being performed. Invoices will be generated on a monthly basis, no later than the 15th day of the month following services rendered, and terms are Net 30 days. I reserve the right to suspend services when account balances go past due. A Certificate of Insurance, including Workers Compensation coverage, is included per your request. I've also included a copy of my Wisconsin Applicator's license for potential spraying needs (current large area spraying contracts include the Village of Slinger Parks and the Town of Erin).

If you are in agreement with my proposal, please return a signed copy as soon as possible. If you have questions or concerns, please do not hesitate to call me. My cell/work phone number is 414-587-9984.

Sincerely,


Brian Schuster
EverGreen Property Services
4719 Glen View Pkwy
West Bend, WI 53095
brian@evergreenlawn.biz

Signed

Date

Remit To:

J L BUSINESS INTERIORS, INC.
 515 Schoenhaar Drive
 P.O. Box 303
 West Bend, WI 53095
 (262) 338-2221 Fax (262) 338-2269



ITEM
6

**PROPOSAL**

DATE	PROPOSAL NO.
3/18/2025	30962

BILL TO
Town of Trenton P.O. Box 29 Newburg, WI 53060

SHIP TO
Attn: Cindy Komro Town of Trenton 1071 Highway 33 West Bend, WI 53095-8958 townadmin@townoftrenton.wi.gov

CUSTOMER PO	TERMS	REP	PHONE	INSTALL BY
	Net 10 days	MNW	262-675-6009	

LINE	DESCRIPTION	QTY	COST	TOTAL
	Cindy, Here Is The Quote That You Requested:			
	4 OFFICES:			
1.	Admin Office - See Attached		4,129.00	4,129.00
2.	Chairman Office - See Attached		3,489.00	3,489.00
3.	Police Dept Office - See Attached		9,193.00	9,193.00
4.	Support Office - See Attached		1,814.00	1,814.00
5.	Additional Storage Towers For Closet Space In Another Room - See Attached		400.00	400.00
	4 Offices Subtotal			19,025.00
	2.0% Fuel Surcharge		2.00%	380.50
	** Colors And Finishes To Be Determined			
	Approximate Freight Charges - TO BE DETERMINED			
	Labor To Deliver And Install - Contingent On Normal Business Hours And Normal Conditions		2,700.00	2,700.00
	** Lead Time: TO BE DETERMINED UPON RECEIPT OF SIGNED PROPOSAL & FINISH SELECTIONS **			
	** PRICES NOT SUBJECT TO WISCONSIN SALES TAX **			

EFFECTIVE JANUARY 1, 2017:
There will be a 3% processing fee
added to invoice for payment using
credit card.

TOTAL

Remit To:

J L BUSINESS INTERIORS, INC.
 515 Schoenhaar Drive
 P.O. Box 303
 West Bend, WI 53095
 (262) 338-2221 Fax (262) 338-2269

**PROPOSAL**

DATE	PROPOSAL NO.
3/18/2025	30962

BILL TO
Town of Trenton P.O. Box 29 Newburg, WI 53060

SHIP TO
Attn: Cindy Komro Town of Trenton 1071 Highway 33 West Bend, WI 53095-8958 townadmin@townoftrenton.wi.gov

CUSTOMER PO	TERMS	REP	PHONE	INSTALL BY
	Net 10 days	MNW	262-675-6009	

LINE	DESCRIPTION	QTY	COST	TOTAL
	* TERMS - FROM DATE OF INVOICE * LEASING OPTION AVAILABLE * THIS PROPOSAL VALID FOR 30 DAYS - From 03/18/25 Quote will be accepted upon a signature and a down payment option. _____ 35% DOWN / BAL DUE N10 DAYS FROM DATE OF INVOICE _____ 50% DOWN / BAL DUE N30 DAYS FROM DATE OF INVOICE _____ DATE PAYMENT WILL BE MADE **PRODUCT WILL NOT BE ORDERED UNTIL DOWN PAYMENT HAS BEEN RECEIVED** J L Business Interiors would like to thank you for the opportunity to bid this job. If you are purchasing "refurbished" product or "As Is" product, please keep in mind that they are not brand new and may have some slight imperfections. Any new special order items will be subject to a 50% RESTOCKING FEE IF CANCELLED OR RETURNED. To accept this quote, please check one of the payment choice boxes, sign and e-mail to purchasing@jlbusinessinteriors.com or fax it to 262-338-2269. Please feel free to give me a call at 262-338-2221 if you have any questions or if you would like to make any changes. Sincerely,  Mike Wagner Sales Consultant			

EFFECTIVE JANUARY 1, 2017:
There will be a 3% processing fee
added to invoice for payment using
credit card.

TOTAL

Remit To:

J L BUSINESS INTERIORS, INC.
515 Schoenhaar Drive
P.O. Box 303
West Bend, WI 53095
(262) 338-2221 Fax (262) 338-2269



PROPOSAL

DATE	PROPOSAL NO.
3/18/2025	30962

BILL TO
Town of Trenton P.O. Box 29 Newburg, WI 53060

SHIP TO
Attn: Cindy Komro Town of Trenton 1071 Highway 33 West Bend, WI 53095-8958 townadmin@townoftrenton.wi.gov

CUSTOMER PO	TERMS	REP	PHONE	INSTALL BY
	Net 10 days	MNW	262-675-6009	

LINE	DESCRIPTION	QTY	COST	TOTAL
	Quote will be accepted upon a signature of the Proposal and Drawing. Accepted By _____ Date _____			

NO REFUNDS OR WARRANTY ON: All Used,
Closeout And "As-Is" Product

Subject to a service charge of 1 1/2% per month on
all past due amounts. \$25.00 charge for NSF check.

EFFECTIVE JANUARY 1, 2017:
There will be a 3% processing fee
added to invoice for payment using
credit card.

Page 3

TOTAL	\$22,105.50
--------------	--------------------

**CONTRACT FORMATION BETWEEN THE PARTIES IS EXPRESSLY CONDITIONED
ON THE BUYER'S ASSENT TO THE TERMS OF THIS FORM.**

TERMS AND CONDITIONS

1. **ACCEPTANCE.** These terms and conditions of Sale ("Agreement") shall apply to all sales of products by Seller, a corporation of the State of Wisconsin. As used in these Terms and Conditions of Sale, "we" and "our" shall refer to Seller. Unless otherwise specifically agreed in writing by an authorized representative of Seller, any different or additional terms and conditions proposed by and/or contained in a customer purchase order, response to a quotation, or other proposal are hereby rejected by Seller and shall not be incorporated into the agreement for sale of Seller products. Buyer's assent to these Terms and Conditions of Sale shall be conclusively presumed from Buyer's ordering products quoted by Seller, Buyer's failure to object in writing to these Terms and Conditions of Sale, or Buyer's acceptance of all or part of any products ordered. If Seller is found to have acknowledged Buyer's order or proposal, and such acknowledgment constitutes an acceptance of an offer, such acceptance is expressly made conditional on Buyer's assent solely to these Terms and Condition of Sale which shall form part of the acknowledgment and acceptance by Buyer of any products shall be deemed to constitute such assent. If any quotation or other document of Seller is deemed to constitute an offer to Buyer, Buyer's acceptance of such offer is limited to these Terms and Conditions of Sale.
2. **TERMS OF SALE:** A one and one-half percent (1½ %) per month service charge will be added to all accounts over thirty (30) days old. We reserve the right to refuse shipping merchandise to past due accounts.
3. **DESCRIPTION – SALE OF GOODS:** Seller shall transfer ownership and deliver possession to Buyer, and Buyer shall pay for and accept the goods referred to on opposite page.
4. **TIME OF DELIVERY:** Buyer shall have the right to specify the date of delivery, but in no event shall the date specified be absolute, unless specifically agreed by Seller. Unless otherwise agreed in writing, time of delivery is not of the essence. Your order may also ship earlier than the scheduled shipping date. If you do not want the merchandise earlier than the specified date please contact Seller. If Buyer is unwilling or unable to accept delivery when the order is ready for shipment, Seller reserves the right to invoice Buyer as of that date and to store the merchandise at Buyer's risk and expense.
5. **DELIVERY:** All prices are F.O.B., shipping point. Title to all products shall pass from Seller to Buyer upon execution of bill of lading or tendering freight to carrier's agent or Buyer's agent, whichever shall first occur. Buyer must make all claims for loss or damage in transit to carrier immediately upon receipt of shipment. All claims of damage or shortage must be clearly documented on bills of lading at the time of receipt in order to protect Buyer's rights. Seller will assist in processing only properly documented freight claims with Seller carriers. Carrier liability ceases after 5 days and neither Seller nor carrier shall be responsible for concealed damages if shipments are left unopened.
6. **INSTALLATION:** If installation is part of the sale, the following provisions apply:
 - A. **Conditions of Installation Site.** It is Buyer's responsibility that the site be clean and free of debris prior to installation. In the event Seller's personnel remove or assist in remove existing furniture or equipment at the job site, Buyer shall pay Seller for the service, as separately invoiced.
 - B. **Installation Site Services.** Electric current, heat, and elevator service will be furnished at Buyers expense. Buyer shall provide adequate facilities to docking, moving, and handling of products.
 - C. **Special Packaging or Handling.** If special packaging or handling not contained in this agreement is required, Buyer shall pay an extra charge as invoiced separately.
 - D. **Time.** Delivery and installation will occur during normal business hours (8:00 a.m. to 5:00 p.m. local time Monday through Friday, except holidays). Buyer shall pay additional labor costs resulting from overtime work performed at Buyer's request. Seller shall designate the personnel to install the products sold herein. If regulations in force at the time of installation require the use of tradesman at the site other than Seller designated personnel, Buyer shall pay for any additional costs incurred. If the products must be moved due to progress of other trades, or other reason, the Buyer will pay the extra cost of moving.
 - E. **Storage Space.** Buyer shall provide safe and adequate storage space at Buyer's expense. If the space provided is inadequate or inconveniently located (such as on another floor) or requires excessive sorting or other additional expense, the Buyer shall pay the associated cost or expense.
 - F. **Installation Delays.** In the event that construction delays or other delays not within Buyer's or Seller's control force postponement of the installation as scheduled, Buyer shall store the products until installation can be resumed, and the products shall be considered accepted by Buyer for purposes of invoicing and payment. The Buyer shall pay all transfer and storage charges incurred.
7. **ORDER CHANGES:** A twenty-five percent (25%) charge will be made on any order changed or canceled after forty-eight (48) hours from the time received. Any cancellation or change received on "Rush Orders" once the order has been placed into production, will be billed at full cost.
8. **RETURNED GOODS:** It is the Buyer's responsibility to verify that products delivered are in accordance with this contract before installation. No products may be returned without written permission from our office. Credit will be issued the same as charged less a minimum fifty percent (50%) handling fee plus return freight. Odd sized and special order products cannot be returned.
9. **PAYMENT:** Buyer shall pay with this agreement either a 35% down payment balance due Net 10 Days from date of invoice or 50% down payment balance due Net 30 Days from date of invoice. Delivery constitutes acceptance of the merchandise as delivered. Where it is necessary to reorder products due to damages or error, Buyer may not withhold payment. Buyer shall pay the net amount shown on the face of the Seller's invoice. If any amount shall remain unpaid for more than 30 days Buyer shall pay a service charge of 1.5% per month pursuant to paragraph 2 above on any unpaid balance or at the maximum rate legally permitted if less than such amount. If Buyer shall fail or refuse to make payment when due, Seller shall be entitled to recover its costs of collection, including reasonable attorneys fees.

10. **SECURITY INTEREST:** Seller reserves a security interest in the product and in the proceeds thereof to secure any payment due hereunder including subsequent invoices. Buyer hereby consents to Seller executing financing statements and filing said financing statements to protect Seller's security interest in the product. Buyer shall maintain the product in good condition, keep the product free from liens and encumbrances, and shall not use or permit use of the product in a manner likely to damage it, nor remove or permit the removal of the product from the installation location, nor permit the disassembly of the product and shall permit inspection by Seller's representatives at reasonable times until all invoices have been paid in full. Buyer shall procure and maintain fire, extended coverage, vandalism and malicious mischief insurance to the full insurable value of the products, with loss payable to Seller as its interest may appear.
11. **DISCLAIMER OF WARRANTIES:** THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE BY SELLER. ANY DESCRIPTION OF THE GOODS CONTAINED IN THIS AGREEMENT IS FOR THE SOLE PURPOSE OF IDENTIFYING THE GOODS, IS NOT PART OF THE BASIS OF THE BARGAIN, AND DOES NOT CONSTITUTE A WARRANTY THAT THE GOODS SHALL CONFORM TO THAT DESCRIPTION. THE USE OF ANY SAMPLE OR MODEL IN CONNECTION WITH THIS CONTRACT IS FOR ILLUSTRATIVE PURPOSES ONLY, IS NOT PART OF THE BASIS OF THE BARGAIN, AND IS NOT TO BE CONSTRUED AS A WARRANTY THAT THE GOODS WILL CONFORM TO THE SAMPLE OR MODEL. NO AFFIRMATION OF FACT OR PROMISE MADE BY THE SELLER, WHETHER OR NOT IN THIS AGREEMENT, SHALL CONSTITUTE A WARRANTY THAT THE GOODS WILL CONFORM TO THE AFFIRMATION OR PROMISE. BUYER AFFIRMS THAT HE HAS NOT RELIED UPON SELLER'S SKILL OR JUDGMENT TO SELECT OR FURNISH GOODS FOR ANY PARTICULAR PURPOSE, AND THIS SALE IS MADE WITHOUT ANY WARRANTY BY SELLER THAT GOODS ARE SUITABLE FOR ANY PARTICULAR PURPOSE.
- Seller will pass through all manufacturers' warranties to Buyer. Seller will assist in coordinating the repair or replacement of the product by the manufacturer.
12. **CONSEQUENTIAL DAMAGES:** IN NO EVENT SHALL THE SELLER BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGE TO OTHER PROPERTY CAUSED BY ANY DEFECT IN THIS PRODUCT, INCONVENIENCE, LOSS OF GOODWILL, LOST PROFITS OR REVENUE, LOSS OF USE OF THIS PRODUCT, COST OF SUBSTITUTIVE PRODUCTS OR MODIFICATIONS, DOWNTIME COSTS OTHER EQUIPMENT COSTS OR CLAIMS OF ANY PARTY DEALING WITH PURCHASER FOR SUCH DAMAGES, RESULTING FROM THE USE OF THIS PRODUCT, OR ANY OTHER LEGAL THEORY.
13. **TITLE, RISK OF LOSS AND DAMAGE:** Buyer shall not be liable for any shipping damage, delay, default, loss or expense occurring during or attributable to transportation by any third party carrier. Title and risk of loss or damage to the product shall pass to Buyer when the product is delivered to Buyer or Buyer's agent whichever first occurs.
14. **AUTHORITY OF SELLER'S AGENTS:** No agent, employee or representative of the Seller has any authority to bind the Seller to any affirmation, representation or warranty concerning the goods sold under this agreement, and unless an affirmation, representation, or warranty made by an agent, employee or representative is specifically included within this written agreement, it has not formed a part of the basis of this bargain and shall not in any way be enforceable.
15. **MODIFICATIONS:** This agreement can be modified or rescinded only by a writing signed by both of the parties or by their duly authorized agents.
16. **PRODUCT DESIGN.** Seller reserves the right at any time and without notice to change, discontinue or modify the design and construction of any of its products and to substitute material of equal or superior to that originally specified. All designs, plans, drawings, specifications, samples, and the contents therein regarding this sale shall remain the property of Seller and may not be used, reproduced or distributed, in whole or in part without written permission from Seller.
17. **INTERPRETATION – PAROL EVIDENCE:** This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement the definition contained in the Code is to control.
18. **WAIVER:** No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
19. **TIME FOR BRINGING ACTION:** Any action for breach of this contract must be commenced within two (2) years after the cause of action has accrued.
20. **APPLICABLE LAW:** This agreement shall be governed by Wisconsin Law and the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Wisconsin as effective and in force on the date of this agreement.
21. **PLACE OF SUIT/VENUE:** Any suit under this contract shall be in the Circuit Court for Washington County, Wisconsin.
22. **ACCEPTANCE:** Acceptance of this offer must be made on its exact terms and if additional or different terms are proposed by Buyer no contract shall come into existence without offeror's assent to the counteroffer.
23. **ATTORNEY FEES:** Costs and expenses of litigation. If Seller shall institute legal proceedings against Buyer based upon a cause of action arising out of this agreement, and Seller shall prevail, Buyer shall be responsible for all costs and expenses incurred by Seller in such proceedings, including reasonable attorney's fees.
24. **FORCE MAJEURE:** Neither party shall be liable for defaults or delays due to Acts of God or the public enemy, acts or demands of any government or governmental agency, strikes, fires, flood, accidents or other unforeseeable causes beyond its control and not due to its fault or negligence.
25. **FACSIMILE SIGNATURES:** Writings and signatures between the parties shall be allowed by facsimile transmission. E-mail (electronic communication) shall not be so recognized.

Item	Mfg	Part Number	Part Description	Qty	Sell	Ext Sell
1	GLB	N-JL	Z3672EB3R 72" w x 36" d x 29" h Extended Corner Single BBF Pedestal Desk, Transitional Bridge, Credenza with 2 Drawer Lateral File on Left and Center Drawer. Freestanding 2 Drawer Lateral File (Tag# 28688)	1	\$ 1,275.00	\$ 1,275.00
			Absolute Acajou HX Flared Black			
2	GLB	SCTAMT36	36" w, Collaboration Table Media Unit with TV Mount, COLLABORATIVE SPACES	1	\$ 563.00	\$ 563.00
		~CLSPL ACJ AAE BLK BLK ~NGSA	Worksurface Finish 1-Absolute Acajou ACJ M-Absolute Acajou AAE 1-Black BLK M-Black BLK Non-GSA (Commercial Furniture Offering)			
3	GLB	SCTSWSL3660	36" d x 60" w x 29" h, Workshop Table, Work Height, Small Radii, Levelers, COLLABORATIVE SPACES	1	\$ 1,015.00	\$ 1,015.00
		LP ~CLSPL ACJ AAE BLK ~ ~ ~NGSA	(STD) Low Pressure Laminate, (1" Thick) Worksurface Finish 1-Absolute Acajou ACJ M-Absolute Acajou AAE M-Black BLK Electrical Not Required - Center Position Custom Electrical Cutout Not Required - Custom Position Non-GSA (Commercial Furniture Offering)			
4	GLB	SCTAL23	Table Leg Cable Organizer, COLLABORATIVE SPACES	1	\$ 21.00	\$ 21.00
		~NGSA	Non-GSA (Commercial Furniture Offering)			
5	OTG	OTG11340B	Mesh Back w/ Black Fabric Seat, Black Polypropylene Arms, Flip Seat Design, Black Painted Steel Frame, Swiveling Carpet Casters, OTG GUEST & STACK	5	\$ 251.00	\$ 1,255.00
		~02 ~ATEX ...	Fabric Seating Textiles Additional Textiles Skipped Option			
sub			ADMIN OFFICE SUBTOTAL			\$ 4,129.00
6	OTG	SL7136CER	Credenza with Corner Extension - Right (Not Freestanding) - 71" w x 24/36" d x 29.5" h, OTG LAMINATE SUPERIOR	1	\$ 260.00	\$ 260.00
		~OTGL AGL	Superior Laminate Finishes 1-Artisan Grey Laminate			
7	OTG	SL7136CEL	Credenza with Corner Extension - Left (Not Freestanding) - 71" w x 24/36" d x 29.5" h, OTG LAMINATE SUPERIOR	1	\$ 260.00	\$ 260.00
		~OTGL AGL	Superior Laminate Finishes 1-Artisan Grey Laminate			
8	OTG	SL3624R	Reversible Return Shell, 36" w x 24" d x 29.5" h, OTG LAMINATE SUPERIOR	1	\$ 115.00	\$ 115.00
		~OTGL AGL ~LT	Superior Laminate Finishes 1-Artisan Grey Laminate Left Handedness			
9	OTG	SL3624R	Reversible Return Shell, 36" w x 24" d x 29.5" h, OTG LAMINATE SUPERIOR	1	\$ 115.00	\$ 115.00
		~OTGL AGL ~RT	Superior Laminate Finishes 1-Artisan Grey Laminate (STD) Right Handedness			
10	OTG	SL22BBF	Box/Box/File Pedestal W/Lock (Fully Assembled) - 22" d x 15" w x 27" h, OTG LAMINATE SUPERIOR	2	\$ 236.00	\$ 472.00
		~OTGL AGL	Superior Laminate Finishes 1-Artisan Grey Laminate			
11	OTG	SL22FF	File/File Pedestal W/Lock (Fully Assembled) - 22" d x 15" w x 27" h, OTG LAMINATE SUPERIOR	2	\$ 229.00	\$ 458.00
		~OTGL AGL	Superior Laminate Finishes 1-Artisan Grey Laminate			
12	OTG	OTG13051	30.25" w x 32.75" d x 31.5" h, Lounge Chair, Cushions are Reversible and Removable, Tapered Black Wood Legs, OTG LOUNGE	2	\$ 471.00	\$ 942.00
		~01 ~STOB ~BNDL PU30/BL20	Luxhide + Fabric Seating Textiles Black Luxhide Upholstery w/ Mock Leather Trim (Stock Black) Black Luxhide (Standard Textile) 1-Black (PU30/BL20)			

Item	Mfg	Part Number	Part Description	Qty	Sell	Ext Sell
13	OTG	OTG13052	52.25" w x 32.75" d, 31.5" h, Two Seat Sofa, Cushions are Reversible and Removable, Tapered Black Wood Legs, OTG LOUNGE	1	\$ 711.00	\$ 711.00
		~01	Luxhide + Fabric Seating Textiles			
		~STOB	Black Luxhide Upholstery w/ Mock Leather Trim (Stock Black)			
		~BNDL PU30/BL20	Black Luxhide (Standard Textile) 1-Black (PU30/BL20)			
14	OTG	SL24SQTOP	24" SquareTop, Can be Used with OTGSTL15, OTG LAMINATE SUPERIOR	1	\$ 52.00	\$ 52.00
		~OTGL AGL	Superior Laminate Finishes 1-Artisan Grey Laminate			
15	OTG	OTGSTL15	15" h, Metal Square Table Leg, OTG LAMINATE SUPERIOR	4	\$ 26.00	\$ 104.00
		~OTG BLK	Base Finish 1-Black			
sub			CHAIRMAN OFFICE SUBTOTAL			\$ 3,489.00
16		N-JL	Flat Plate	2	\$ 5.00	\$ 10.00
17	HAFE AM	635.61.376	Single Support Leg, Black	4	\$ 35.00	\$ 140.00
18	JAK	N-JAK	24 X 24 X 42 X 42 Curved Corner Worksurface with 3-1/8" Back Corner Grommet	1	\$ 280.00	\$ 280.00
			Pionite Absolute Acajou Matching PVC Edge			
19	JAK	N-JAK	24W x 24D Rectangular Worksurface No Grommet	1	\$ 96.00	\$ 96.00
			Pionite Absolute Acajou Matching PVC Edge			
20	JAK	N-JAK	42W x 24D Rectangular Worksurface No Grommet	1	\$ 121.00	\$ 121.00
			Pionite Absolute Acajou Matching PVC Edge			
21	JAK	N-JAK	72W x 24D Rectangular Worksurface with 2" Back Center Grommet	1	\$ 218.00	\$ 218.00
			Pionite Absolute Acajou Matching PVC Edge			
22	JAK	N-JAK	72-1/4W x 24D Rectangular Worksurface with 2" Back Center Grommet	1	\$ 218.00	\$ 218.00
			Pionite Absolute Acajou Matching PVC Edge			
23	GRO	EL-3011	Work Surface Supporting, B/B/F, 27-3/4Hx21-7/8Dx15-1/4W	4	\$ 303.00	\$ 1,212.00
		0044	SC-Black			
		~	No Selection of Option			
		A UM	Full Pull Square Front UM Standard Series Lock - Flat Black			
24	GRO	CG-02F3	36Wx18-1/4Dx28-3/8H Double Door Storage Cabinet (1 Adjustable Shelf)	2	\$ 608.00	\$ 1,216.00
		A	Full Pull Square Front			
		0044	SC-Black			
		~ UM	No Selection Upgrade Standard UM Series Lock-Flat			
25	GRO	CG-V8F3	36"Wx23 1/2"Dx77 3/8"H Double Door Storage Cabinet 6 High, with 5 Adjustable Shelves	1	\$ 1,229.00	\$ 1,229.00
		A	Full Pull Square Front			
		0044	SC-Black			
		UM ~	Standard UM Series Lock-Flat No Selection of Option			
26	GRO	CG-V8F3	36"Wx23 1/2"Dx77 3/8"H Double Door Storage Cabinet 6 High, with 5 Adjustable Shelves	1	\$ 1,396.00	\$ 1,396.00
		A	Full Pull Square Front			
		0044	SC-Black			
		UM ~	Standard UM Series Lock-Flat No Selection of Option			
			Electronic Lock			

Item	Mfg	Part Number	Part Description	Qty	Sell	Ext Sell
27	GLB	Z54S20OS	16"d x 54"w x 20"h, Overhead Storage, Closed Front w/Doors, ZIRA	1	\$ 645.00	\$ 645.00
		~ZTOP	Zira Top Finish			
		ACJ	1-Absolute Acajou ACJ			
		A3	F-1" Top, Standard Edge			
		~ZBSE	Zira Chassis Finish			
		ACJ	2-Absolute Acajou ACJ			
		~	Laminate Doors (STD)			
		~HAN	Handle Option (Required)			
		HX	P-Flared Handle - Black			
		K-401	C-Keyed for Lock #401			
		~NGSA	Non-GSA (Commercial Furniture Offering)			
28	GLB	Z72S20OS	16"d x 72"w x 20"h, Overhead Storage, Closed Front w/Doors, ZIRA	1	\$ 770.00	\$ 770.00
		~ZTOP	Zira Top Finish			
		ACJ	1-Absolute Acajou ACJ			
		A3	F-1" Top, Standard Edge			
		~ZBSE	Zira Chassis Finish			
		ACJ	2-Absolute Acajou ACJ			
		~	Laminate Doors (STD)			
		~HAN	Handle Option (Required)			
		HX	P-Flared Handle - Black			
		K-401	C-Keyed for Lock #401			
		~NGSA	Non-GSA (Commercial Furniture Offering)			
29	OTG	N-JL	Hutch Task Light, 31" Used under Hutch, OTG ACCESSORIES	2	\$ 94.00	\$ 188.00
30	EVO	U-JL	5H Storage Tower, Left (Tag#'s 28516 & 28518)	3	\$ 200.00	\$ 600.00
			Silver			
31	DKA	TER-051194	Big & Tall Flip Arm Mesh Back Chair	2	\$ 427.00	\$ 854.00
sub			POLICE DEPT OFFICE SUBTOTAL			\$ 9,193.00
32	OTG	SL7136DS	Rectangular Desk Shell - 71"w x 36"d x 29.5"h, OTG LAMINATE SUPERIOR	2	\$ 232.00	\$ 464.00
		~OTGL	Superior Laminate Finishes			
		AGL	1-Artisan Grey Laminate			
33	OTG	SL4824R	Reversible Return Shell, 48"w x 24"d x 29.5"h, OTG LAMINATE SUPERIOR	1	\$ 137.00	\$ 137.00
		~OTGL	Superior Laminate Finishes			
		AGL	1-Artisan Grey Laminate			
		~LT	Left Handedness			
34	OTG	SL4824R	Reversible Return Shell, 48"w x 24"d x 29.5"h, OTG LAMINATE SUPERIOR	1	\$ 137.00	\$ 137.00
		~OTGL	Superior Laminate Finishes			
		AGL	1-Artisan Grey Laminate			
		~RT	(STD) Right Handedness			
35	OTG	SL22BBF	Box/Box/File Pedestal W/Lock (Fully Assembled) - 22"d x 15"w x 27"h, OTG LAMINATE SUPERIOR	2	\$ 236.00	\$ 472.00
		~OTGL	Superior Laminate Finishes			
		AGL	1-Artisan Grey Laminate			
36	OTG	SL22FF	File/File Pedestal W/Lock (Fully Assembled) - 22"d x 15"w x 27"h, OTG LAMINATE SUPERIOR	2	\$ 229.00	\$ 458.00
		~OTGL	Superior Laminate Finishes			
		AGL	1-Artisan Grey Laminate			
37	OTG	SL20CD	20" Center Drawer (Laminate), OTG LAMINATE SUPERIOR	2	\$ 73.00	\$ 146.00
		~OTGL	Superior Laminate Finishes			
		AGL	1-Artisan Grey Laminate			
38	GLB	Z36L2E	24"d x 36"w x 29.5"h, Storage Modules w/ 2 File Drawers, ZIRA (From Tag#28688 in Admin Office)	1	\$ 0.00	\$ 0.00
			Absolute Acajou			
			HX Flared Black			
sub			SUPPORT OFFICE SUBTOTAL			\$ 1,814.00
39	EVO	U-JL	5H Storage Tower, Right (Tag#'s 28519 & 28520)	2	\$ 200.00	\$ 400.00
			Silver			

Item	Mfg	Part Number	Part Description	Qty	Sell	Ext Sell
sub			ADDITIONAL STORAGE TOWERS FOR CLOSET SPACE IN ANOTHER ROOM SUBTOTAL			\$ 400.00
			Grand Total			\$ 19,025.00

