



**patterson·pope**

SPACE MADE SIMPLE.

John McLaughlin  
Account Executive  
Cleveland Regional Sales Office  
5755 Granger Road – Suite 210  
Cleveland, Ohio 44131-6267  
(216) 741-1344 ext. 7215

***Investment***

**PRESENTED TO:**

City of Napoleon  
Municipal Court  
1819 Oakwood Ave  
Napoleon, OH 43545

DATE: October 28, 2013

PROPOSAL NUMBER: 135742

TERMS: net 10 days

FOB: Destination Dock

SHIPMENT: 5-6 weeks ARO

ATTN: Betty Marihugh

**WE PROPOSE THE FOLLOWING**

One Spacesaver mobile carriage w/shelving per attached drawing to match existing Mechanical Assist Filing System.

.....\$4,968.00

*Includes freight, inside delivery and installation.*

By signing this proposal, City of Napoleon enters into a purchase agreement for products and/or services with Patterson Pope, Inc.. This agreement extends to the conditions of purchase detailed in this proposal and the Terms and Conditions on the back of this page - including but not limited to investment and scope of work. City of Napoleon recognizes that changes to any area of this agreement may result in a change to the final investment price. Signatory affirms that they are authorized to bind City of Napoleon to this purchase agreement.

ACCEPTED BY PURCHASER

SUBMITTED BY PATTERSON POPE, INC.

Authorized Signature:		Authorized Signature:	<i>John McLaughlin</i>
Print Name & Title:		Print Name & Title:	John McLaughlin, Account Executive
Date:		Date:	10/21/13

Purchase Order # \_\_\_\_\_

PO Not Required,  
Please Initial \_\_\_\_\_

## ***Scope of Work***

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### ***Signatures for Contract, Drawings and Floor Load (if applicable)***

CITY OF NAPOLEON will provide legally authorized and binding signature for approval of this contract, all drawings and schematics. When applicable, CITY OF NAPOLEON is also responsible for ensuring that the installation area is properly certified to meet or exceed manufacture's recommended floor loading requirements (Specific information regarding this can be provided by a P2 representative and Certified Structural Engineer).

### ***Contact Names***

CITY OF NAPOLEON must provide the name and telephone number for the person authorized to approve "Change Orders", which may or may not result in additional costs, during the project. CITY OF NAPOLEON must also provide a list of alternate contacts (including phone number with extension) for personnel on site.

### ***Working Environment***

#### **BY Patterson Pope, Inc.:**

- Provide conceptual drawings of layout and elevations.
- Provide dimensional layouts, elevations and schematics for final approval.
- Provide and schedule factory-trained installers for complete installation or, where local conditions require installation by organized construction tradesmen, provide a factory-trained supervisor to ensure proper installation. When construction tradesmen must be used and paid at prevailing construction wages, the excess installation cost will be calculated and invoiced accordingly.
- If special conditions exist at premises beyond control of PATTERSON POPE, INC., which require installation after normal working hours or on weekends or over holidays, an additional charge must be made to cover premium pay requirements of PATTERSON POPE, INC.'s personnel.
- Job site clean-up and removal of all cartons to building dumpster.
- Provide adequate orientation and training of personnel in proper use of equipment/system.

#### **BY CITY OF NAPOLEON:**

- Provide access to authorized P2 personnel at all reasonable times to installation site area, staging areas for materials and all ingress areas (elevators, hallways, receiving dock, etc.) to ensure accurate measurements and existence of all architectural constraints. Additional visits may be required to verify final architectural drawings against actual field measurements and conditions to avoid costly delays at time of installation.
- Approve all P2 drawings and schematics and provide a signed copy.
- If applicable, owner to provide dedicated electric power source(s) per P2 shop drawing.
- Determine appropriate delivery and installation dates allowing reasonable manufacturing and shipping time.
- Provide adequate staging area adjacent to installation site for materials.
- Ensure that space is available at loading dock (when existing) to allow for delivery and unloading of materials.
- Ensure that elevator of adequate size is available without delays to move materials to staging and installation site.
- Provide adequate lighting and accessible outlets for power tools in newly constructed or renovated areas to ensure optimum installation efficiency.
- Ensure installation site is pre-cleared prior to arrival of P2 installation personnel.
- Owner is to provide finished flooring materials (i.e., tile or carpeting) and remove existing finished flooring materials if present.
- Ensure that loaded system(s) meet floor load standards and procure written approval, when necessary, from a structural engineer after consulting with P2 Rep and reviewing Spacesaver's Floor Load Brochure.
- Remove or relocate items as shown on P2 drawings(s).
- Provide personnel to reload or refile materials on completion of installation.
- Schedule personnel at pre-arranged and convenient time as soon as installation is completed for orientation and training in proper use.

# *Investment*

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## TERMS AND CONDITIONS OF SALE

### **1. Acceptance and Agreement**

The provisions on the preceding page and these Terms and Conditions of Sale constitute the entire agreement between Patterson Pope, Inc. and the Purchaser and supersede all other communications between the parties, whether written or oral (the "Agreement"). No purported modification or waivers of the provisions hereof shall be binding on Patterson Pope, Inc. for any purposes unless contained in writing, signed by an authorized representative of Patterson Pope, Inc.. The provisions hereof shall be deemed to have been accepted by the purchaser's acceptance of all or any part of the products covered hereby. All orders or any changes to such orders shall be subject to acceptance by Patterson Pope, Inc. at its headquarters in Cincinnati, Ohio.

### **2. Prices**

The price quoted on the preceding page supersedes all previously quoted prices. This price does not include any sales taxes, if applicable, which is the responsibility of the Purchaser.

### **3. Payment Terms**

Net 10 days for all scheduled payments as detailed on the preceding page. The order date is consistent with the date of this Agreement. The product delivery date is the date on which the respective product is delivered to the Purchaser's location or designated warehouse, rigger, or storage location. The installation completion date is the date on which the Purchaser signs the Installation Completion Checklist verifying acceptance. In the event of payment default past 30 days of the due date, all unpaid balances, obligations, or indebtedness shall become immediately due and payable and subject to a monthly finance charge of 1½ %. All finance charges will not exceed applicable state regulations.

### **4. Refusal to Accept Delivery**

In the event that the Purchaser or one of its agents refuses delivery for whatever reason on or after the estimated delivery date, the Purchaser will be responsible for the payments in accordance to Section 3 and the preceding page in addition to any supplemental storage charges incurred by Patterson Pope, Inc. as a result of the delay unless the delay is caused by Patterson Pope, Inc., one of its manufacturers, freight carriers, subcontractors, and/or any other agent acting on Patterson Pope, Inc.'s behalf.

### **5. Freight and Shipping**

Freight and shipping terms are detailed on the preceding page. All claims for errors, shortages, or damage must be made in writing to the respective Account Representative within 10 days of receipt of goods at the Purchaser's location.

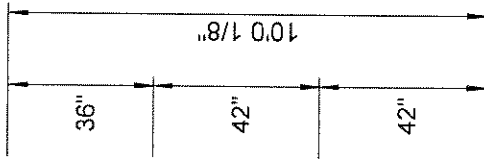
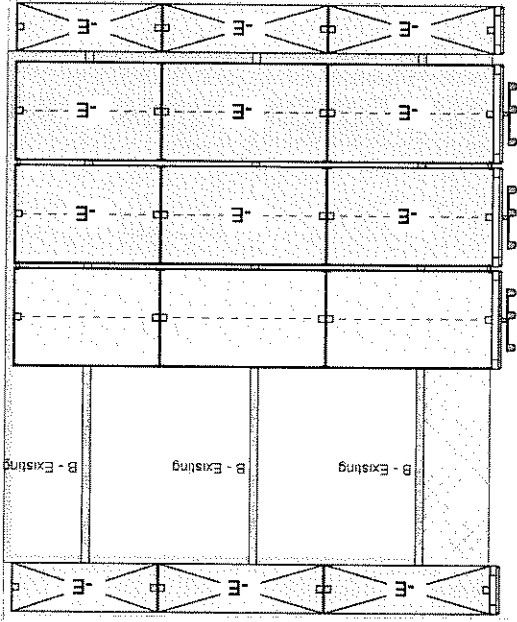
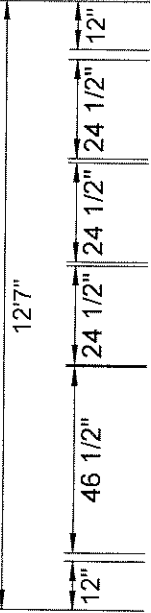
### **6. Limited Warranty**

If applicable, defects in materials in workmanship are warranted by the manufacturer of the respective product. Patterson Pope, Inc. does not provide a warranty above and beyond the manufacturer's warranty unless otherwise detailed in a supplemental agreement. Contact your local Patterson Pope, Inc. account representative or contact the Service and Installation Department at 1-800-582-4667 for a copy of the manufacturer's warranty and/or any supplemental warranties or maintenance programs offered by Patterson Pope, Inc..

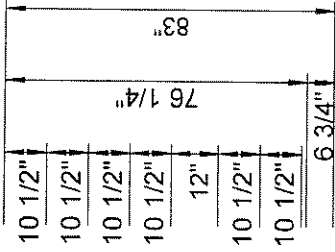
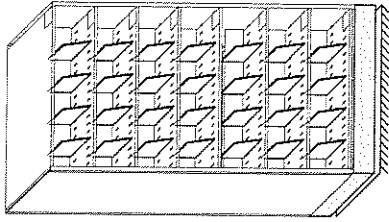
### **7. Limitation of Remedy and Liability**

The sole and exclusive remedy for breach of any warranty hereunder (other than the warranty provided in accordance with Section 6) shall be limited at Patterson Pope, Inc.'s option to repair, correction, or replacement in accordance with Section 6. Patterson Pope, Inc. shall not be liable for damages caused by action (whether based in contract, infringement, negligence, strict liability, other tort or otherwise) nor shall Patterson Pope, Inc.'s liability to Purchaser or its agents exceed the price paid by Purchaser for the specific goods provided by Patterson Pope, Inc. giving rise to the claim or cause of action. Purchaser agrees that in no event shall Patterson Pope, Inc.'s liability to Purchaser and/or its agents extend to include incidental, consequential, or punitive damages. The term "consequential damages" shall include but not be limited to loss of anticipated profits, business interruption, loss of use or revenue, cost of capital or loss or damage of property or equipment.

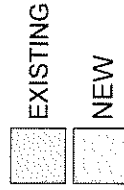
EXISTING CBG #42130-49868  
 SS #400017-01  
 COLORS FURNITURE WHITE  
 AND ALMONDINE



H83"  
 76 1/4" x 42" x 24"



TYPICAL ELEVATION



Filing Capacity	
Room #125	
Actual LFI	1,596"
Nominal LFI	1,680"
Actual LFF	133'0"
Nominal LFF	140'0"
<input type="checkbox"/>	Include Existing

Project Name: CITY of NAPOLEON - MUNICIPAL COURT - NAPOLEON,  
 OHIO

Salesperson:  
 MCLAUGHLIN, JOHN

Scale  
 1/4" = 1'

Rev level:  
 \_\_\_\_\_

Project #: 135742  
 Drawn by: D. Boeshart  
 Date Printed: 10/18/2013

APPROVAL  
 This drawing Approved By: \_\_\_\_\_

**patterson · pope**  
 SPACE MADE SIMPLE