National Design & Trade Network Inc., DBA Interior Solutions Ogden Eccles Conference Center

This contract (the Agreement), including exhibits of Statement of Work, Terms & Conditions, Deliverables and Payment Schedule, is made and entered into by and between National Design & Trade Network, Inc., DBA Interior Solutions (Interior Solutions or Supplier), located at 2375 South 300 W, South Salt Lake, Utah 84115; and Weber County, Ogden Eccles Conference Center (OECC or Weber), located at 2415 Washington Blvd, Ogden, UT 84401. OECC and Interior Solutions may be referred to in this Agreement individually as a "Party" or collectively as "Parties".

This contract is for Bid Reference Number 24-009

In consideration of the mutual promises and covenants herein contained, and for other good and valuable consideration, the parties agree as follows:

1. Services and Deliverables. Supplier will provide to Weber, the services ("Services") and deliverables or other materials, works, and products hereunder ("Deliverables") indicated in the attached statement which is incorporated into this agreement as Exhibit 1. Also incorporated into this agreement is the Interior Solutions document "Terms & Conditions" as Exhibit 2. If the main body or exhibits of this Agreement and any SOW conflict, the main body or exhibits of this Agreement govern.

2. Installation Schedule and Phasing

The furniture installation for this project is anticipated to be split into 5 phases. Interior Solutions will perform the work in accordance with **Exhibit 1. Statement of Work**. OECC will order all furniture within the 120 day price guarantee period. Furniture ordered after the 120 day price guarantee period will be subject to manufacture price increases. Installation delays caused by delayed construction or delayed OECC decisions or will result in storage costs and possibly other installation interruption or delay costs. OECC will be responsible for such costs.

Currently, the construction is scheduled to be phased as follows:

Phase A: Mezzanine Dressing, Performer Lounge, Lecterns Install November 25, 2024

Phase B: Executive Room Install January 1, 2025

Phase C: Board Room Install February 3, 2025

Phase D: Lobby and Hallway furniture, Patios Install April 15, 2025

Phase E: Employee Lounge, Offices 128B 128C, Misc. Install May 19, 2025

OECC will provide timely and adequate site access for unloading, installation, and removal of debris for each of the phases. If required, elevator access will be provided.

- 3. Payment Terms. Payments will be made according to the amounts on Exhibit 3. Supplier will invoice Weber monthly. All payments to Supplier shall be payable to Supplier as directed and will not be changed during the course of the contract. Payment will not be made to third parties or locations other than the home office of Supplier. Change orders must be in writing and signed by both parties by the individuals listed below.
- 4. Personnel. Supplier will provide and complete the Services diligently, in a competent and professional manner, using an adequate number of qualified personnel. Supplier shall take reasonable preventative steps to ensure that Supplier Personnel will not engage in inappropriate or illegal conduct while at or on any Weber designated facility.
- 5. Reporting. Upon request, Supplier will meet with Weber management to review the status of Supplier's status and progress.
- 6. Taxes. Except to the extent that Weber has provided an exemption certificate, direct pay permit or other such appropriate documentation, Supplier shall add to each invoice and WEBER shall pay any

sales taxes however designated that are properly levied by any taxing authority upon the Services and Deliverables provided under this Agreement and required by law to be collected.

7. Warranties. Supplier represents, warrants and covenants as follows: Supplier shall, in the performance of all of its rights and obligations under this Agreement, comply with all applicable laws, regulations and government-issued rules.

Supplier relies on manufacturer warranties which warrant products for at least one year from installation. Specific manufacturer warranties will be provided upon request. Supplier will promptly correct and repair, at no cost to Weber, any defect, malfunction or non-conformity that prevents a deliverable from conforming and performing as required under this Agreement.

Supplier Personnel are the responsibility of Supplier and are employees or independent contractors of Supplier. Supplier Personnel are not agents or employees of Weber for federal, state, or local tax purposes or any other purposes whatsoever. Supplier will (or, in the case of its subcontractors, will be responsible for causing the applicable subcontractor to) withhold and pay all applicable taxes, benefits and insurance with respect to such personnel.

EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

- 8. Limitation of Liability. Notwithstanding any other provision hereof, in no event shall Supplier or Weber, Affiliates, Agents, Employees, or Representatives be liable for any indirect, incidental, special punitive exemplary or consequential damages of any kind, nor for any lost profits or revenues, in connection with or arising out of this agreement.
- 9. Independent Contractor Status. Nothing contained in this Agreement shall create or be construed as creating a partnership, joint venture, or employment relationship between Supplier and Weber. Supplier shall furnish the Services as an independent contractor and not as employees of Weber. Neither Supplier nor Weber shall be liable, except as otherwise expressed in this Agreement, for any obligations or liabilities incurred by the other.
- 10. Indemnification. Supplier shall indemnify and hold harmless Weber from any claims relating to Supplier's obligations as an employer of Supplier Personnel or violations by Supplier, its employees, subcontractors, agents or representatives of any governmental law, rule, or ordinances.
- 11. Confidential Information. Each Party (the "Disclosing Party") may from time to time during the term of this Agreement provide access to the other Party (the "Receiving Party") to certain non-public, commercially proprietary or sensitive information, whether or not designated as "confidential" or "proprietary" or similar designation, that relates to the past, present or future business activities of the Disclosing Party or its subsidiaries or affiliates, or their respective employees, customers or third party suppliers or contractors, including technical, marketing, financial, employee, planning, and other confidential and proprietary information ("Confidential Information"). The Receiving Party will hold such Confidential Information in trust and confidence for the Disclosing Party and, except as set forth in this Agreement or as otherwise may be authorized by the Disclosing Party in writing, will not disclose such information to any person, firm or enterprise.
- 12. **Insurance.** Supplier shall procure and maintain in force adequate insurance of such types and amounts as reasonably appropriate for the scope of Services provided by Supplier, and to cover the obligations of Supplier under this Agreement, including workers' compensation, and commercial general liability insurance.

Commercial general liability insurance shall have a limit of not less than \$2,000,000 Each Occurrence, and \$4,000,000 aggregate. Automobile liability insurance shall be not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. Workers' compensation insurance shall comply with statutory requirements.

On the written request of Weber, Supplier shall provide Weber with copies of certificates of such insurance.

13. Notices. Unless otherwise specified, notices shall be sent to the following:

Weber County
Kassi Bybee, General Manager
Ogden Eccles Conference Center
2415 Washington Blvd, Ogden, UT 84401
kbybee@oeccutah.com
O: 801-689-8602 C: 801-540-8436

Interior Solutions
Aaron Harden, Manager
2375 S 300 W
South Salt Lake, UT 84115
AHarden@interiorsolutions.net
P: 801-349-3029

- 14. Severability. If any term or provision of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 15. Assignment. Supplier shall not assign this Agreement or assign any of its rights hereunder without Weber's prior written consent.
- 16. Governing Law and Jurisdiction. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Utah.
- 17. Arbitration. All disputes, claims or controversies related to this Agreement (including any under a statute or regulation, "Disputes") shall be submitted to binding arbitration ("Arbitration"), which shall take place in the State of Utah.
- 18. Escalation, Performance and Relief. Before initiating Arbitration, a Party shall have a senior-level employee notify a senior level-employee of the other Party, and during the next 30 days, those individuals shall reasonably discuss resolving the Dispute. During such discussions and any Arbitration, the Parties will continue to perform their obligations hereunder. Either Party may seek a temporary restraining order or other temporary or preliminary relief pending final resolution of a Dispute.
- 19. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all previous agreements, promises, proposals, representations, understandings and negotiations, whether written or oral, between the Parties pertaining to the subject matter hereof. Modification. No modification, amendment or supplement to this Agreement, or any provisions hereof or thereof will be binding upon the Parties unless made in writing and signed by a duly authorized representative of both Parties.
- 20. Interior Solutions terms and conditions. Interior Solutions standard terms and conditions are made a part of this contract.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the date appearing in this signature block.

Interior Solutions of Utah, LLC	
Ву:	
Name: Aaron Harden (Type or print)	
Title: Utal Branch Manager	-
Date: 3/8/2024	
Weber County Ogden Eccles Conference Center	
By: Kasie Le	
Name: Kash Bybee (Type or print)	40
Title: Jeneval Monag	9
Date: 3/11/2024	
Ву:	
Name:(Type or print)	
(Type or print)	
Title:	

IN WITNESS WHEREOF the parties to this Agre first above written.	eement have executed the same as of the day and year
Dated this day of, 20)
Kassi Bybee, General Manager Date	2024
	BOARD OF COUNTY COMMISSIONERS OF WEBER COUNTY
	By James Harvey, Chair
	Commissioner Harvey voted
	Commissioner Bolos voted
ATTEST:	
Ricky Hatch, CPA, Weber County Clerk/Auditor	

Ву:	
Name: _	(Type or print)
Title:	
Date: _	
Ву:	
	Type or print)
Title:	
Date:	

EXIBIT 1 – STATEMENT OF WORK

- 1. **Project Scope**. Interior Solutions "vendor" shall supply relevant design work, procurement, freight/delivery, installation, and removal and disposal of all packaging materials for items contained in the "Bid Response Form" for the remodeled Ogden Eccles Conference Center.
- 2. **Pricing**. Pricing includes relevant design, procurement, freight/delivery, installation, and removal and disposal of all packaging materials. Pricing includes all applicable cost, including design fees, shipping, freight, up to 30 days of storage, and COM procurement and shall be held for a period of 120 days after the execution of this contract. Any potential manufacturer price increases for product orders placed after 120 days shall be the responsibility of Weber County.
- 3. Coordination. Vendor shall coordinate with the design team, including, but not limited to, field verification, prior to placing the furniture order. Vendors shall hold sole responsibility for any/all changes due to the Vendor's error or omission, including changes to cost incurred after the coordination period is over. Vendors shall coordinate first with the Project manager and Design Team and second with the construction team, to provide a seamless team-approach to delivery & installation of all furniture.
- 4. Fabric Procurement. Vendor shall be responsible for providing upholstery fabrics listed as Customers Own Material (COM) and for coordinating lead times with fabric manufacturers to ensure on-time delivery of furniture.
- 5. Installation. Installation of all furniture shall be full-service delivery, including delivery to the job-site (compliant to all construction dictated delivery times & access locations), unloading and assembling product according to design plans and to a move-in ready condition for all items, and removal of all packaging, crating and any other waste materials from the site, as part of the completion of the installation.
- 6. Post Installation. Vendor shall do a punch-list walk with the design team & owner representative and provide a consolidated punch list of items. Vendor shall provide, in a timely manner, follow-up items, include anticipated completion of punch list items, shipping and installation dates, etc., to show when the owner can anticipate all punch list items to be completed. Vendor shall provide a manual for all furniture items clearly showing furniture items, warranty, product/part #, finish & fabric information, including product numbers and warranty (if they differ from furniture warranty), and care and cleaning instructions, with contact information, clearly stated, for owners use in maintaining the building.
- 7. Timeliness. Vendor confirms they understand the schedule and critical owner move-in dates. The Vendor shall proceed expeditiously with adequate forces to have furniture installed by Owner move-in dates. The Vendor shall prepare a detailed schedule for the Work. The schedule shall indicate the order, sequence and interdependence of all items known to be necessary to complete the Work. If the Vendor is delayed at any time in the progress of the Work on the critical path schedule the Vendor shall immediately take all steps reasonably possible to lessen the adverse impact of such delay.

EXHIBIT 2 – TERMS & CONDITIONS

1. Orders and Deposits

Interior Solutions (IS) requires a non-refundable deposit of 90% of the total order before product or services can be ordered. No order will be placed with manufacturers or removed from IS stock for the customer until such deposit is received by IS. The Deposit will be applied to the client's account pro rata as product is invoiced.

2. Design and Modifications

The quotations referenced herein are based upon a design layout prepared by Interior Solutions or another design firm and approved by the client; and also based upon the plans and specifications and anticipated conditions of the job site. Any services rendered for customer to change or modify the design and/or layout before or during installation will be charged to the customer at prevailing rates. If such changes or modifications result in the need for additional products, parts, materials or labor, they will be agreed upon in writing, in advance, including the specific costs to be paid by Customer. The signed design and layout are hereby included as part of the terms and conditions of the job.

3. Cancellation or changes

The sales proposal, which includes the terms and conditions, after execution by IS and Purchaser, cannot be cancelled or modified except with written approval from Interior Solutions. No wall, window, floor coverings, furniture, or specialty items can be cancelled after the manufacturer begins production. Neither can such items be returned for a refund. Quantities and prices of coverings and other items estimated from blueprints or other drawings are subject to change when field measurements are taken. Such changes will be charged or credited to the purchaser.

4. Invoicing and Payment

Customers will be invoiced for the balance of projects (after deposit) when a majority of the product is received at Interior Solutions' or a third-party warehouse. If product is being delivered from the manufacturer directly to the customer site, the order will be invoiced upon vendor invoice to Interior Solutions. Purchaser agrees to pay each invoice within ten days of the invoice date. Installation charges need to be paid within ten days of installation. Customer must sign delivery tickets to acknowledge receipt of individual components delivered on site. Should any portion of the job be unacceptable or undelivered, Purchaser may withhold payment for such unacceptable or undelivered products only. In no case is payment to be withheld for acceptable products. Proposals reflect a cash/check payment. Credit card payments are subject to a 2% processing fee.

5. Installation

Interior Solutions will make every effort to install all products as timely as possible. Due to the nature of the component modular furniture industry, e.g. uncertain factory shipping schedules, it is possible that Interior Solutions will only be able to deliver and install portions of the job at a time.

Installation and delivery services are conducted during the normal business hours of 8:00 am to 5:00 pm, Monday through Friday. Services performed before or after normal business hours will be charged at 1½ times the rate charged during normal business hours unless mutually agreed to in writing. Installation quotes are based upon free and clear space, and elevator access other than ground level installations. If the customer requests moving of products, other than those delivered or previously agreed upon, or if conditions at the delivery and/or installation site(s) are significantly changed from those anticipated at the signing of the Purchase Agreement (such as elevator not available, staging area not cleared, other trades still working in installation or staging areas, etc.) the customer shall be invoiced for, and agrees to pay for, all necessary extra charges associated therewith. Any additional installation charges will be at prevailing rates including overtime rates.

If the customer is unable or unwilling to accept installation or delivery of the products according to the specified schedule, the products may be stored by Interior Solutions, in which case the customer shall pay warehouse storage charges as well as labor charges associated with any additional handling required. If, during installation, additional products are necessary or required to complete the job, such additional products and the labor to install such products will be charged to the customer at prevailing rates.

6. Warranties and Claims

Interior Solutions MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, AS TO MERCHANTABILITY OR AS TO THE SUITABILITY OF THE MERCHANDISE FOR ANY

PARTICULAR PURPOSE, EXCEPT THOSE MADE BY THE MANUFACTURER OF THE PRODUCTS. No warranty is given on used or close-out products.

Purchaser shall inspect the merchandise upon delivery. Acceptance of delivery constitutes acceptance of the merchandise as delivered. Any warrant claims for latent defects in workmanship and materials, not discoverable upon reasonable inspection at delivery, must be made in writing within the warranty period of the manufacturer.

11. Electrical, Data, and Audio/Visual

Electrical, Data, and Audio/Visual wiring, including configuring, pulling wires, core drills, connections, and the labor for these services are not provided by I.S. unless mutually agreed upon in writing. TVs, monitors, displays and related cabling, electronics and connections are not included and are to be arranged for by Purchaser unless mutually agreed upon in writing. If we are engaged early in the planning process, we can work with your licensed, qualified electrician to suggest placement of access so that furniture placement will not hinder access to power, data, and AV.

7. Security Interest

Interior Solutions retains, and the customer hereby grants to Interior Solutions, a security interest in the products to secure the purchase price thereof. The products shall remain personal property regardless of being affixed to any real property. If the customer defaults in the payment of the purchase price when due, Interior Solutions shall have all rights and remedies granted by the Uniform Commercial Code.

8. Insurance and Risk of Loss

All risk of loss shall pass from IS to Purchaser upon delivery of merchandise to either the Purchaser, or into storage for the account of the Purchaser after the installation date. Purchaser shall be responsible for insurance on such merchandise.

9. Taxes

Prices do not include applicable sales tax or other state, county, city, or other taxes. If there are such taxes, Purchaser shall be responsible to pay such taxes. Buyers exempt from taxes shall furnish certificate(s) of exemption as soon as practicable but in any event, prior to invoicing by IS.

10. Default, Interest, and Fees

Purchaser shall pay interest at 18% per annum on all payments in default, and shall pay reasonable attorneys fees, costs, and expenses incurred by IS in the enforcement of this agreement.

11. Reliance

Upon entering into this agreement, Purchaser is relying only on the written IS proposal, these terms and conditions which are part of the proposal, and the design layout. Purchaser is not relying upon any other oral or written statements from IS personnel nor manufacturers nor third party service providers.

12. Controlling Law

These terms and conditions shall be interpreted according to the laws of the State of Utah.

EXHIBIT 3 DELIVERABLES AND PAYMENT AMOUNTS

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