



Contract Number: CTN-FM-13*055-02
Effective Date: 4-15-14
Term Date: 1-12-16
Cost: 468,843.80
Revenue: 468,843.80
Total: NTE:
Action:
Renewal By:
Term:
Reviewed by:

BOARD OF SUPERVISORS AGENDA ADDENDUM ITEM SUMMARY

Requested Board Meeting Date: April 15, 2014

ITEM SUMMARY, JUSTIFICATION &/or SPECIAL CONSIDERATIONS:

This Second Amendment to Lease will expand the premises that Accelerate Diagnostics, Inc. leases at the Abrams Public Health building. The tenant improvement construction will be paid for by Accelerate. The additional employees that will be hired by Accelerate will provide economic benefits to Pima County.

CONTRACT NUMBER (If applicable) CT FM 13*55
CTN-

STAFF RECOMMENDATION(S):

Approve this Second Amendment to Lease which will expand the leased premises for Accelerate Diagnostics, Inc. a bio tech company and provide increased revenue to Pima County.

CORPORATE HEADQUARTERS: _____

Page 1 of 2
Ver. 3
Vendor: 1
Pgs. 31

To: CHH - 4-8-14
COB - 4-9-14
Agenda 4-15-14
Addendum (2)

APR 09 14 09:25 PC CLK OF BD

Procedure Dept 04/08/14 PM 04:45

CLERK OF BOARD USE ONLY: BOS MTG. _____

ITEM NO. _____

REVENUE TO PIMA COUNTY: \$168,843.80

COST TO PIMA COUNTY: \$000.00

FUNDING SOURCE(S): _____

(i.e. General Fund, State Grant Fund, Federal Fund, Stadium D. Fund, etc.)

Advertised Public Hearing:

	<input type="checkbox"/>	YES	<input checked="" type="checkbox"/>	NO
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Board of Supervisors District:

1	<input type="checkbox"/>	2	<input checked="" type="checkbox"/>	3	<input type="checkbox"/>	4	<input type="checkbox"/>	5	<input type="checkbox"/>	All	<input type="checkbox"/>
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IMPACT:

IF APPROVED: Accelerate Diagnostics, Inc. will expand into additional adjacent leased premises, allowing them to hire additional bio-tech employees which will provide an economic benefit to Pima County.

IF DENIED: Accelerate Diagnostics, Inc. will not be able to expand their leased premises in the Abrams Public health building where their employees work.

DEPARTMENT NAME: Facilities Management

CONTACT PERSON: Melissa Loeschen TELEPHONE NO.: 724-8230

PIMA COUNTY FACILITIES MANAGEMENT DEPARTMENT	
LEASE: 3950 S. COUNTRY CLUB ROAD, SUITE #440 & 420 TUCSON, ARIZONA	CONTRACT
TENANT: ACCELERATE DIAGNOSTICS, INC.	NO. <u>CTN FM 13000000000000000000</u> 55
LEASE NO.: CTN FM 13*55	AMENDMENT NO. <u>02</u>
LEASE AMENDMENT NO.: TWO (2)	This number must appear on all invoices, correspondence and documents pertaining to this contract.

ORIGINAL LEASE TERM:	01/13/13-01/12/16	ORIG. LEASE AMOUNT:	\$418,914.00
TERMINATION DATE PRIOR AMENDMENT:	NA	PRIOR AMENDMENTS:	\$84,193.50
TERMINATION THIS AMENDMENT:	01/12/16	AMOUNT THIS AMEND.:	\$168,843.80
		REVISED AMOUNT:	\$671,951.30

SECOND AMENDMENT TO LEASE

- A. Pima County ("Landlord") and ACCEL8 TECHNOLOGY CORPORATION, a Colorado corporation ("Tenant"), entered into a lease agreement for premises located at 3550 S. Country Club Road (the "Building") dated August 20, 2012 and amended on October 15, 2013 (the "Lease") whereby Tenant's name was changed to ACCELERATE DIAGNOSTICS, INC.
 - B. The Lease provides in Section 1(c) that Tenant can expand into either or both of two additional areas of the Building known as "Option Space A" and "Option Space B", as shown on Exhibit B to the Lease and which is attached as Exhibit A to this Second Amendment to Lease.
 - C. Tenant previously exercised its option to lease Option Space A and now wishes to exercise its option to lease Option Space B, which consists of 3,594 usable square feet and has need for additional vacant space which consists of 4,163 usable square feet in the Building (the "New Space").
1. **MODIFICATION OF LEASE.** Landlord and Tenant hereby agree to modify the terms of the Lease as set forth in this Second Amendment to Lease. Capitalized terms not otherwise defined in this Second Amendment to Lease have the meanings set forth in the original Lease. This Second Amendment to Lease will be effective when approved and executed by both parties.
 2. **TERM.** The expiration date of this Second Amendment to Lease will coincide with the Lease expiration date.
 3. **EXPANSION OF PREMISES.** The "Premises" under the Lease are hereby expanded to include Option Space B, which consists of 3,594 usable square feet in Suite #440, and the New Space which consists of 4,163 useable square feet in Suite # 420, both of which are located on the 4th floor of the Building, as shown on Exhibit B to this Second Amendment to Lease ("Option Space B and the New Space"). The addition of Option Space B and the New Space increases the usable square footage of the total leased premises from 19,647 to 27,404. Tenant may occupy Option Space

B and the New Space after substantial completion of the Tenant Improvements to each of the respective areas, which will be paid for solely by Tenant.

4. **TENANT IMPROVEMENTS.** Tenant will, at Tenant's sole cost and expense, enter into a written agreement with either D.L. Withers, Barker Morrissey, W.E. O'Neil or BFL Construction to build out Option Space B and the New Space in accordance with the plans shown on Exhibit C and the and specifications shown on Exhibit C-1. The specifications for deconstructing the New Space are shown on Exhibit C-2. Tenant will provide all necessary equipment and furnishings, including chairs, for Option Space B and the New Space.

4.1. All contractors and subcontractors hired by Tenant to perform any Tenant Improvements authorized by this Lease Agreement must be licensed contractors with the State Arizona in good standing with the Arizona Registrar of Contractors and must be approved by the Landlord prior to any Tenant Improvement work being commenced. Tenant will require all of its contractors to name the County as additional insured and additional indemnitee on all insurance policies covering work performed on the Premises. Tenant will require all prime and general contractors to establish and maintain a payment bond for the full amount of the construction contract in favor of all subcontractors, suppliers, and material men providing labor, services or materials for the Tenant throughout the course of Tenant's Improvements.

4.2. Tenant will pay Landlord for the costs of: 1) disassemble, remove and transport existing furnishings currently located in Option Space B and the New Space to any off-site space chosen by Landlord, 2) employees interior design fees, supervision, maintenance and management costs to remove any existing furniture, electrical power supply connections, and furnishings from the Premises that will not be stored in an off-site location, and 3) Landlord's added costs, to supervise and manage the Premises during the construction of the Tenant Improvements to Option Space B and the New Space on a monthly basis.

4.3. Tenant will also be responsible for all costs attributable to any modifications required by the State Fire Marshal or any other governmental entity as a result of Tenant's Improvements to Option Space B and the New Space. Commencement of the Tenant Improvement build out of Option Space B and the New Space will not begin until after this Second Amendment is fully executed.

4.4. Tenant will also be responsible for all costs of 1) installing a 4 foot door with a two foot sidelight to replace the existing double doors at the south entrance of the first floor of the Building, as shown on Exhibit C-1, 2) installing a new intercom system with two call buttons and an electronic door release outside of the new south entry door as shown on Exhibit C-1, 3) responsible for the cost of repositioning the existing camera located on the exterior of the building at the south entrance to provide a better view of individuals entering through the new south entrance door.

4.5. Tenant may elect, at their sole expense, to make modifications to two areas of the original leased Premises, shown on Exhibit C and whose floor plans are depicted in Exhibit C-1.

4.6. Tenant may elect, at their sole expense, to install a coiled air fan in the ceiling of the IT room shown on Exhibit C.

5. **RENT.** Tenant will begin paying rent for Option Space B at the rate of \$9.25 per square foot on the date that Tenant receives a Certificate of Substantial Completion for the Option Space B Tenant Improvements. Tenant will begin paying rent in the amount of \$17.63 per square foot for the New Space on the date that Tenant receives a Certificate of Substantial Completion for the New Space Tenant Improvements. If Tenant exercises the right to extend the term in accordance with the Section 3(b) of the Lease, Tenant will continue to pay \$17.63 for the New Space and \$19.80 for the remainder of the Premises in accordance with Section 6(a) of the Lease.

6. **FURNISHINGS.** Section 15 of the Lease is hereby modified as follows:

FROM: Tenant shall not remove from the Premises any fixtures, furnishings and equipment provided by the Landlord. Tenant may remove any furnishings, fixtures, or equipment paid for and installed by Tenant and shall restore the Premises to its condition prior to the installation of said furnishings, fixtures, or equipment. With Landlord's advance approval, Tenant may leave said items in place and they shall become the property of the Landlord. Tenant shall maintain, repair and replace all furnishings provided and installed by Tenant.

TO: Tenant will not remove from the Premises during the term of this Lease any fixtures, furnishings and equipment provided by the Landlord. Tenant will remove any furnishings, fixtures, equipment and plumbing, electrical or heating/ventilation systems paid for and installed by Tenant upon Lease expiration and will restore the Premises to their condition prior to the installation of said furnishings, fixtures, equipment and plumbing, electrical or heating/ventilation systems prior to Tenant moving out of the Premises. With Landlord's advance approval, Tenant may leave some items in place and they will become the property of the Landlord. Tenant will maintain, repair and replace all furnishings provided and installed by Tenant.

ADD: Section 15 of the Lease and Exhibit D of the First Amendment to Lease are hereby modified to include the additional furniture for Option Space A as shown on Exhibit D of this Second Amendment to Lease.

8. **RETURN OF PREMISES TO ORIGINAL CONDITION.** Upon expiration of the Lease, Tenant shall restore ~~Office~~ ^{Option B} Space B and the New Space to their pre-Tenant Improvement condition unless this obligation is waived in writing by the Landlord. Tenant shall also reimburse Landlord for any costs incurred by Landlord to restore the Premises including, but not limited to, 1) materials and installation of any missing ceiling tile pads and grids; 2) materials and installation of any missing standard light troffers/covers; 3) materials and installation of flooring including carpet tiles and baseboard; 4) patching and painting areas where required by Landlord; 5) materials and installation necessary to restore the fire sprinkler system and densities applicable to office use standards; and 6) all other costs of materials and labor to remove any modifications required or requested by Tenant, the Fire Marshal or any other governmental entity during the Term to convert the New Space from storage space back to office use.

Prior to the termination or expiration of the Lease, Tenant shall remove the beverage dispenser installed in the break room located in the Original Leased Premises and restore the cabinets,

countertops, plumbing and electrical systems to the condition existing prior to the installation of the beverage dispenser.

Photographs of the existing finish conditions of common areas of the first and fourth floors of the Building including corridors, walls, floors, ceilings, freight and passenger elevators, doors and frames which were taken prior to occupancy of Option Space B and the New Space are attached as Exhibit E. In addition to the interior areas mentioned above, photographs of the exterior sidewalks, ramps, curbs and the designated corridor to be used from the south entry delivery doors to the fourth floor were taken prior to occupancy and are attached as Exhibit F. Within ninety (90) days of the Lease expiration, Tenant will be fully responsible for returning all common areas on both the first and fourth floors and exterior areas of the Building utilized by Tenant to pre-occupancy condition.

9. **RIGHT OF FIRST REFUSAL.** If Landlord receives an offer from a third party (other than a department or division of Landlord) to lease either of two different areas located on the fourth floor ("Possible Future Space") as shown as "First Right of Refusal Space" on Exhibit B, Tenant will be given the first opportunity to lease either or both of the Possible Future Space areas at the market rental rate as Landlord determines at the time of the offer. Tenant will provide written notification to Landlord of Tenant's decision whether or not to lease the area(s) within fourteen (14) business days of written notification by Landlord to Tenant of the offer and the market rental rate for the areas. If Tenant exercises its right of first refusal to lease the area(s), Tenant's occupancy of the area(s) and the rental payments therefor will commence upon receipt by Landlord of Tenant's written decision to lease the area(s). If either or both of the Possible Future Space areas are occupied at the time Tenant exercises its first right of refusal under this section, Landlord will provide ninety (90) days' advance notification to the occupants that they must vacate the areas. In that event, Tenant's occupancy of the area(s) and the rental payments therefor will begin upon the earlier of the expiration of the ninety (90) day period or the actual vacation of the area(s).

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IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Lease as of the day, month and year written below.

LANDLORD:

PIMA COUNTY, a political subdivision of the State of Arizona

TENANT:

ACCELERATE DIAGNOSTICS, INC.
a foreign corporation

Chair, Board of Supervisors



Steve Reichling, Chief Financial Officer

Date _____

Date 4/4/14

ATTEST:


Clerk of the Board

APPROVED AS TO CONTENT:

By: 

Lisa Josker, Interim Director, Facilities Management Department

APPROVED AS TO FORM:

By: 

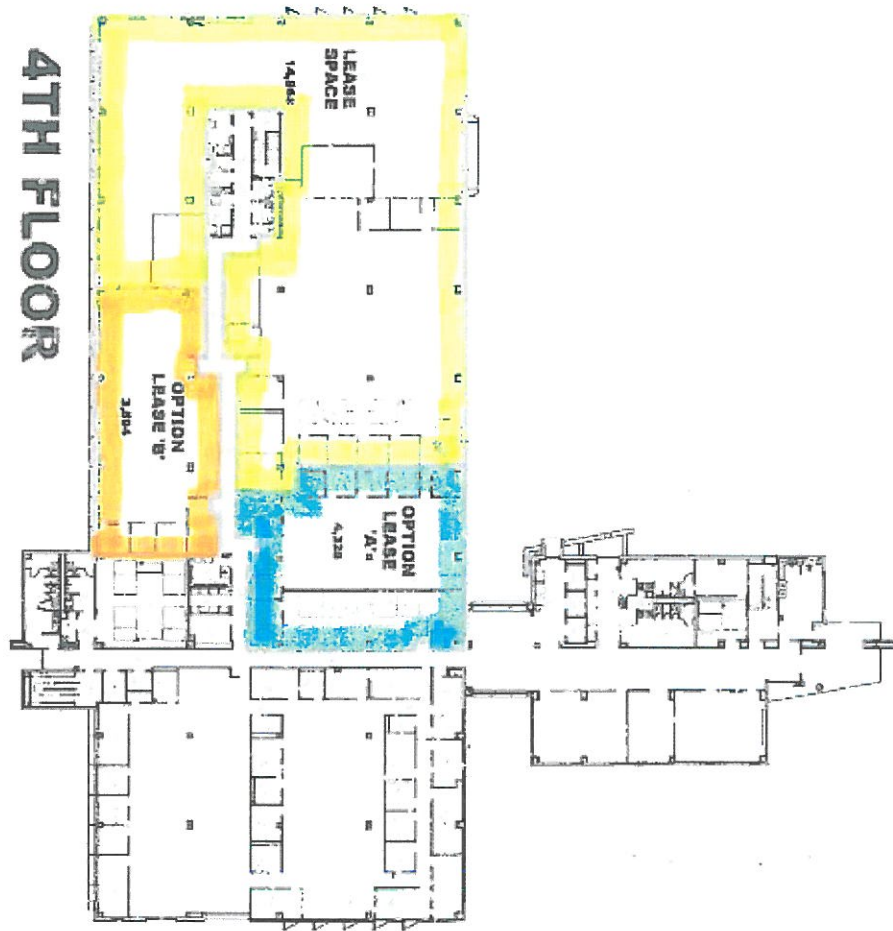
Deputy County Attorney

HAL GILBREATH

Exhibits:

- Exhibit A: Option Space "B" from Lease.
- Exhibit B: Premises Floor Plan - Option Space "B", New Space and first Right of Refusal Space
- Exhibit C: Tenant Improvements for Option Space "B", New Space, Existing Space & IT Room
- Exhibit C-1: Tenant Improvements Floor Plans for Option Space "B", New Space, Existing Space and South Entry Door
- Exhibit C-2: Scope of Work to Deconstruct the New Space for Storage Use
- Exhibit D: Furniture Provided by Landlord for Option Space A
- Exhibit E: Photographs of interior common areas on the first and fourth floors.
- Exhibit F: Photographs of exterior sidewalks, ramps and curbs.

Exhibit A



PIMA COUNTY FACILITIES MANAGEMENT, 150 WEST CONGRESS, TUCSON ARIZONA 85701 (520) 724-3085

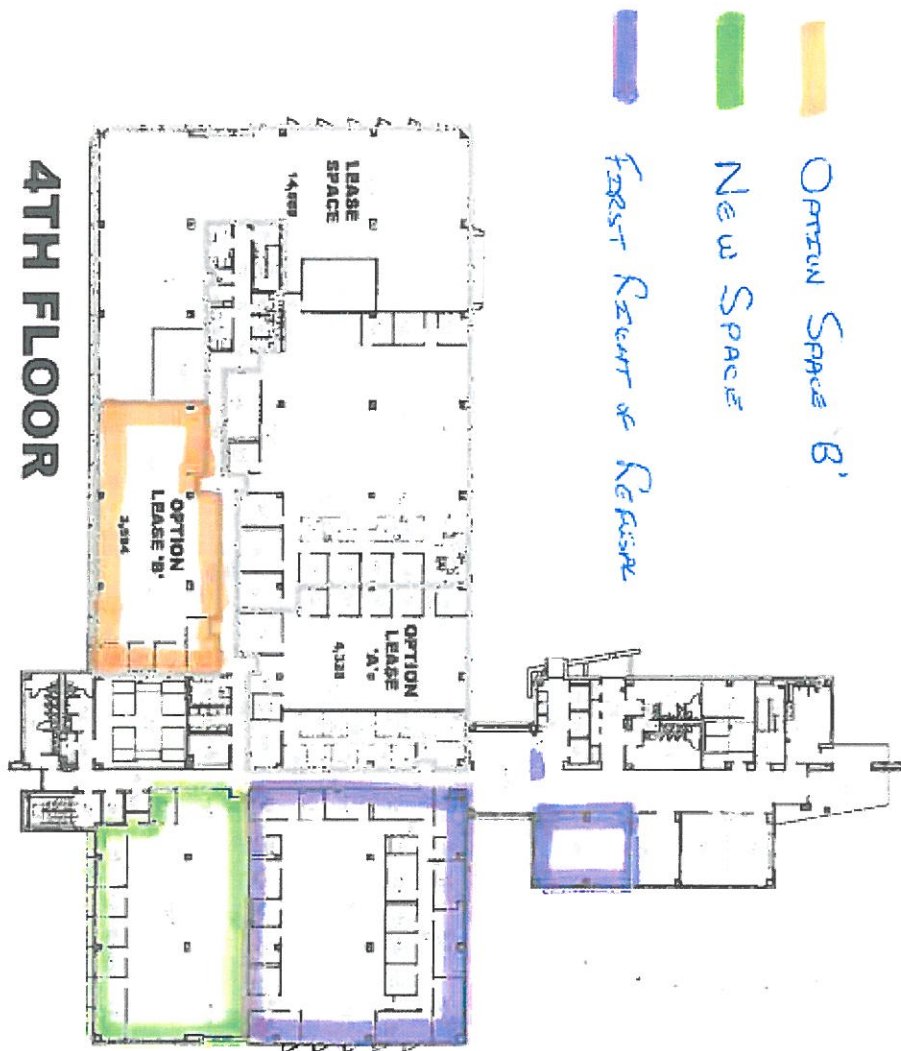
4TH FLR
1 OF 1
10/1/00



HERBERT H. ABRAMS PUBLIC HEALTH BLDG
3950 N. COUNTRY CLUB ROAD
TUCSON, AZ

FACILITIES MANAGEMENT
POTENTIAL OCCUPANCY

Exhibit B



PIMA COUNTY FACILITIES MANAGEMENT, 150 WEST CONGRESS, TUCSON ARIZONA 85701 (520) 724-3085

PIMA COUNTY
FACILITIES MANAGEMENT
4TH FLR
1/1/1
100



HERBERT H. ABRAMS PUBLIC HEALTH BLDG
3950 S. COUNTRY CLUB ROAD
TUCSON, AZ

FACILITIES MANAGEMENT
POTENTIAL OCCUPANCY

Exhibit C

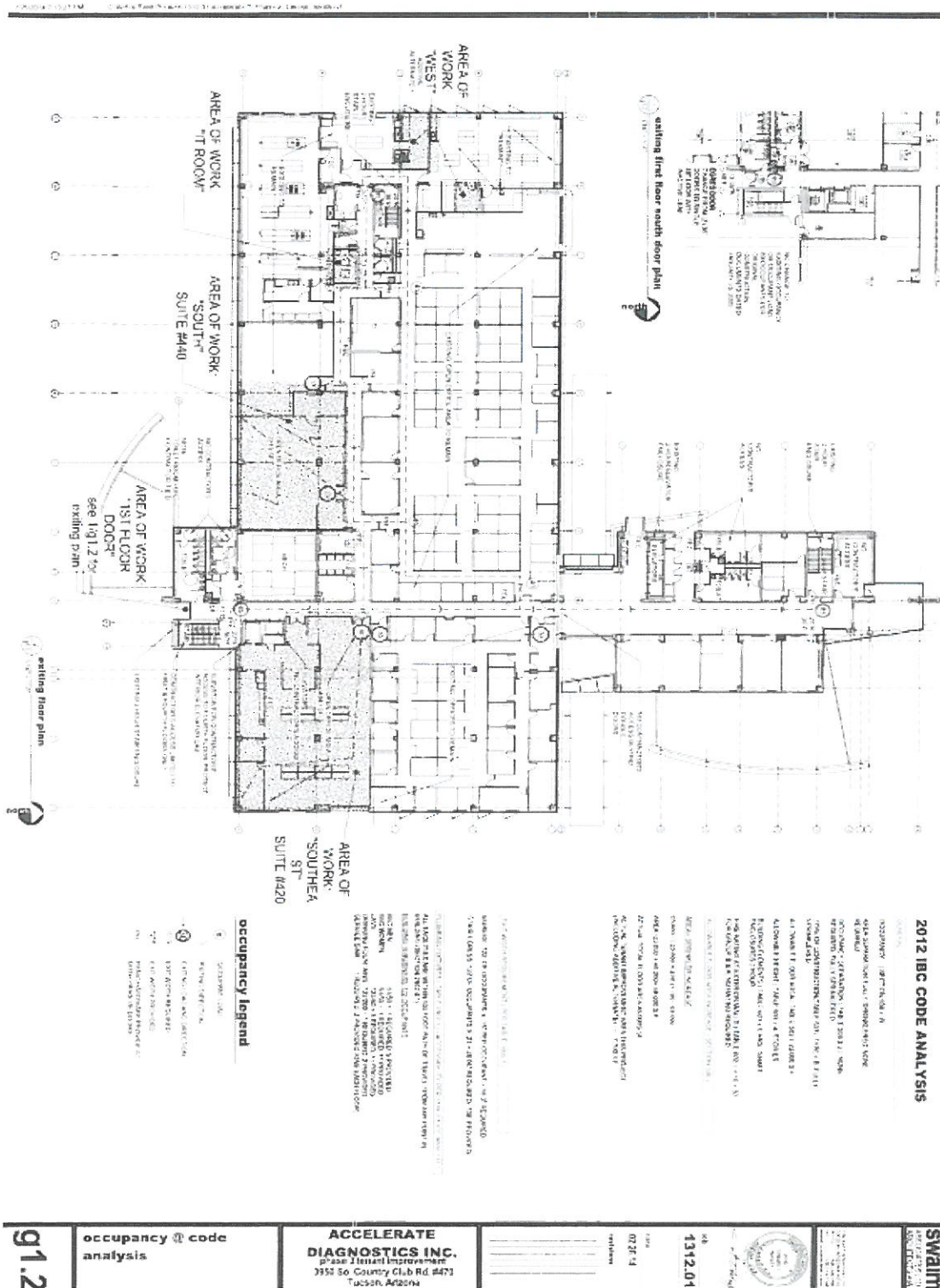


Exhibit C-1

20/02/14 11:57:28 AM C:\Users\Heddy\My Documents\11\Heddy_C_12014_01.dwg

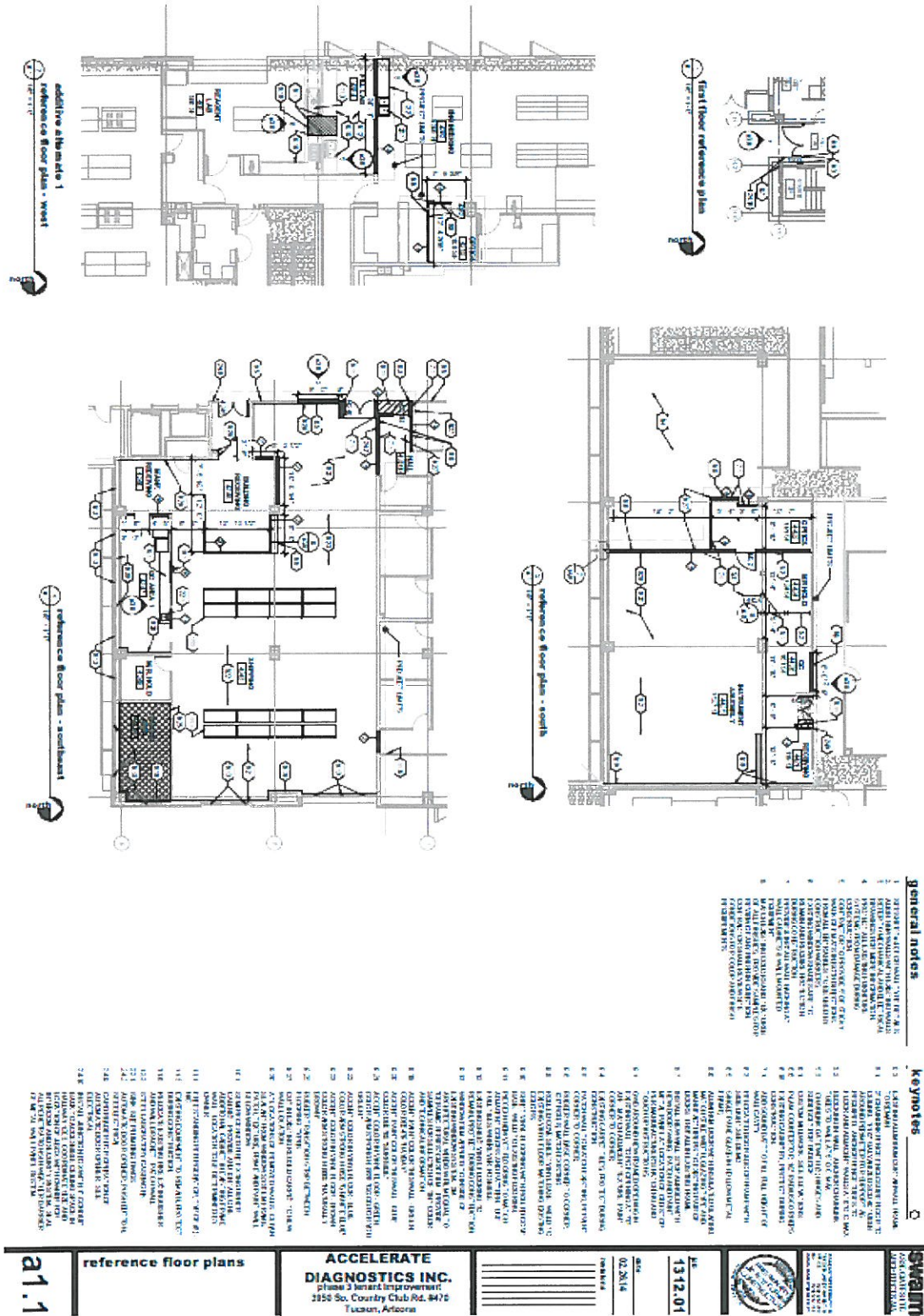


Exhibit C-2

Scope Of Work To Deconstruct The New Space For Storage Use From Office Use:

Remove all system furniture.

Remove all carpet tiles.

Remove all ceiling tiles and grid.

Remove all office finishes.

Exhibit D

Furniture that has been provided by Landlord for Tenant's use in Option Space A.

EXISTING FURNIURE

<u>Quantity</u>	<u>Description</u>
1	Four drawer Herman Miller lateral file cabinets
2	Two drawer Herman Miller lateral file cabinets
1	One two drawer pedestal file cabinet

NEW FURNITURE

<u>Line</u>	<u>Quantity</u>	<u>Description</u>	<u>List</u>	<u>Unit Price</u>	<u>Extended Amount</u>
1	12.00 Each	Herman Miller CQ51MA--G1-G1-C7-NNN-4W-31 +Chr,Setu Multipurpose,5-star base,std-ht range,lyris suspension seat/ bck,ribbon arms G1:+graphite G1:+graphite C7:+2 1/2" caster, black yoke, hard floors or carpet NNN:+none 4W:+lyris 2-Pr Cat 1 31:+lyris 2 graphite Tag-Individual Line: Tag 1: Board Room	908.00	444.92	5,339.04
		% Off List: 51.00			
2	4.00 Each	Herman Miller CQ51MA--G1-G1-C7-NNN-4W-31 +Chr,Setu Multipurpose,5-star base,std-ht range,lyris suspension seat/ bck,ribbon arms G1:+graphite G1:+graphite C7:+2 1/2" caster, black yoke, hard floors or carpet NNN:+none 4W:+lyris 2-Pr Cat 1 31:+lyris 2 graphite Tag-Individual Line: Tag 1: VENDOR AUDIT 4335	908.00	444.92	1,779.68
		% Off List: 51.00			
3	6.00	Herman Miller	908.00	444.92	2,669.52
	Each	CQ51MA--G1-G1-C7-NNN-4W-31 +Chr,Setu Multipurpose,5-star base,std-ht range,lyris suspension seat/ bck,ribbon arms G1:+graphite G1:+graphite C7:+2 1/2" caster, black yoke, hard floors or carpet NNN:+none 4W:+lyris 2-Pr Cat 1 31:+lyris 2 graphite Tag-Individual Line: Tag 1: Conf Room 4313			
		% Off List: 51.00			

4	1.00 Each	Herman Miller DT1CS.60LP--HM-BU-57 +Round Table,Squared Edge,Lam,Post leg 60" dia HM:+natural maple BU:+black umber 57:+glides Tag-Individual Line: Tag 1: Conf Room 4313	1,215.00	373.01	373.01
		% Off List: 69.30			
5	6.00 Each	Herman Miller CQ51MA--G1-G1-C7-NNN-4W-31 +Chr,Setu Multipurpose,5-star base,std-ht range,lyris suspension seat/ bck,ribbon arms G1:+graphite G1:+graphite C7:+2 1/2" caster, black yoke, hard floors or carpet NNN:+none 4W:+lyris 2-Pr Cat 1 31:+lyris 2 graphite Tag-Individual Line: Tag 1: Conf Room 4314	908.00	444.92	2,669.52
		% Off List: 51.00			
6	1.00 Each	Herman Miller DT1CS.60LP--HM-BU-57 +Round Table,Squared Edge,Lam,Post leg 60" dia HM:+natural maple BU:+black umber 57:+glides Tag-Individual Line: Tag 1: Conf Room 4314	1,215.00	373.01	373.01
		% Off List: 69.30			
7	4.00 Each	Herman Miller CQ51MA--G1-G1-C7-NNN-4W-31 +Chr,Setu Multipurpose,5-star base,std-ht range,lyris suspension seat/ bck,ribbon arms G1:+graphite G1:+graphite C7:+2 1/2" caster, black yoke, hard floors or carpet NNN:+none 4W:+lyris 2-Pr Cat 1 31:+lyris 2 graphite Tag-Individual Line: Tag 1: Conf Room 4325	908.00	444.92	1,779.68
		% Off List: 51.00			
8	1.00 Each	Herman Miller DT1AS.3060LC--HM-BU-20 +Rectangular Table,Squared Edge,Lam,C-leg 30D 60W HM:+natural maple BU:+black umber 20:+casters Tag-Individual Line: Tag 1: Conf Room 4325	1,106.00	339.54	339.54
		% Off List: 69.30			

9	8.00 Each	Herman Miller DT1BS 3636LX--1X-BU-57 +Square Table,Squared Edge,Lam,4-Column Base 36D 36W 1X:+vanilla BU:+black umber 57:+glides Tag-Individual Line: Tag 1: Lounge	978.00	300.25	2,402.00
		% Off List: 69.30			
10	28.00 Each	Herman Miller WC410N--BK-ZN-YX-BK *Chr,Caper Stacking,Molded Seat,No Arms BK:*black ZN:*blue fog YX:*Floor Saver Glide? insert, hard floors only BK:*black Tag-Individual Line: Tag 1: Lounge	240.00	104.16	2,916.48
		% Off List: 56.60			
11	1.00 Each	Goodmans Relocation & Reconfigure COP----- Customer's Own Product: ALL EXISTING PRODUCT IS ON SITE CONTACT BETTE TEW FOR LOCATION :24/48 SURFACE QTY 4 :24/72 SURFACE QTY 5	0.00	0.00	0.00
		:CORNER WEDGE QTY 4 :24/66 SURFACE QTY 1 :24/53N PANEL QTY 2 :48/53 N PANEL QTY 2 :30/53N PANEL QTY 1 :53H DRAW ROD QTY 7 :53H FINISH END QTY 1 :BBF QTY 8 :2 WAY CONN QTY 2 :WALL STRIPS QTY 11 :AERON CHAIR QTY 24 Tag-Individual Line: Tag 1: Open Office			
		% Off List: 0.00			
12	230.00 Each	Service Parts Tog---- Wall Fasteners :5X6 57H WALL START :5X12 48H WALL START :5X28 60H WALL STRIP Tag-Individual Line: Tag 1: Open Office	0.50	0.50	115.00
		% Off List: 0.00			
13	6.00 Each	Herman Miller AO210.27--MT +Wall Start 27H MT:+medium tone Tag-Individual Line: Tag 1: Open Office	52.00	14.56	87.36
		% Off List: 72.00			

14	6.00 Each	Herman Miller AO210.57--MT +Wall Start 57H MT:+medium tone Tag-Individual Line: Tag 1: Open Office	60.00	16.80	100.80
		% Off List: 72.00			
15	28.00 Each	Herman Miller AO213.60--MT +Wall Strip 60H MT:+medium tone Tag-Individual Line: Tag 1: Open Office	60.00	16.80	470.40
		% Off List: 72.00			
16	28.00	Goodmans Relocation & Reconfigure	12.50	12.50	350.00
	Each	Field Cut-Wall Strip Field-verify size then cut wall strip Tag-Individual Line: Tag 1: Open Office			
		% Off List: 0.00			
17	6.00 Each	Herman Miller AO215.27 +Draw Rod 27H Tag-Individual Line: Tag 1: Open Office	22.00	6.16	36.96
		% Off List: 72.00			
18	56.00 Each	Herman Miller AO215.48 +Draw Rod 48H Tag-Individual Line: Tag 1: Open Office	24.00	6.72	376.32
		% Off List: 72.00			
19	11.00 Each	Herman Miller AO219.27 +Draw Rod,Chg-of-Ht 27H Tag-Individual Line: Tag 1: Open Office	23.00	6.44	70.84
		% Off List: 72.00			
20	6.00 Each	Herman Miller AO271.27H--MT +Fin End 27H MT:+medium tone Tag-Individual Line: Tag 1: Open Office	32.00	8.96	53.76
		% Off List: 72.00			
21	50.00 Each	Herman Miller A1271.53H--MT-MT +Fin End 53H MT:+medium tone MT:+medium tone Tag-Individual Line: Tag 1: Open Office	57.00	15.96	798.00
		% Off List: 72.00			
22	6.00 Each	Service Parts Shim-AO Shim - AO Series, 2" Wide, 3/4" Deep, 27 High, MT Finish Tag-Individual Line: Tag 1: Open Office	28.00	28.00	168.00
		% Off List: 0.00			

23	5.00 Each	Service Parts Shim-AO Shim - AO Series, 2" Wide, 3/4" Deep, 53 High, MT Finish Tag-Individual Line: Tag 1: Open Office	28.00	28.00	140.00
		% Off List: 0.00			
24	2.00 Each	Herman Miller A1120.5324G--MT-MT-8W-03-8W-03 +Panel,Fabric Pwr 4-Circ W/Com Pt Lc 53H 24W MT:+medium tone MT:+medium tone 8W:+strands-Pr Cat 3 03:+strands taupe 8W:+strands-Pr Cat 3 03:+strands taupe Tag-Individual Line: Tag 1: Open Office	676.00	189.28	378.56
		% Off List: 72.00			
25	1.00 Each	Herman Miller A1120.5330G--MT-MT-8W-03-8W-03 +Panel,Fabric Pwr 4-Circ W/Com Pt Lc 53H 30W MT:+medium tone MT:+medium tone 8W:+strands-Pr Cat 3 03:+strands taupe 8W:+strands-Pr Cat 3 03:+strands taupe Tag-Individual Line: Tag 1: Open Office	736.00	206.08	206.08
		% Off List: 72.00			
26	17.00 Each	Herman Miller A1120.5348G--MT-MT-8W-03-8W-03 +Panel,Fabric Pwr 4-Circ W/Com Pt Lc 53H 48W MT:+medium tone MT:+medium tone 8W:+strands-Pr Cat 3 03:+strands taupe 8W:+strands-Pr Cat 3 03:+strands taupe Tag-Individual Line: Tag 1: Open Office	905.00	253.40	4,307.80
		% Off List: 72.00			
27	61.00 Each	Herman Miller A1120.5324N--MT-MT-8W-03-8W-03 +Panel,Fabric Npwr 53H 24W	515.00	144.20	8,796.20
		MT:+medium tone MT:+medium tone 8W:+strands-Pr Cat 3 03:+strands taupe 8W:+strands-Pr Cat 3 03:+strands taupe Tag-Individual Line: Tag 1: Open Office			
		% Off List: 72.00			

28	22.00 Each	Herman Miller A1120.5330N--MT-MT-8W-03-8W-03 +Panel,Fabric Npwr 53H 30W MT:+medium tone MT:+medium tone 8W:+strands-Pr Cat 3 03:+strands taupe 8W:+strands-Pr Cat 3 03:+strands taupe Tag-Individual Line: Tag 1: Open Office	574.00	160.72	3,535.84
		% Off List: 72.00			
29	40.00 Each	Herman Miller A1120.5348N--MT-MT-8W-03-8W-03 +Panel,Fabric Npwr 53H 48W MT:+medium tone MT:+medium tone 8W:+strands-Pr Cat 3 03:+strands taupe 8W:+strands-Pr Cat 3 03:+strands taupe Tag-Individual Line: Tag 1: Open Office	745.00	208.60	8,344.00
		% Off List: 72.00			
30	10.00 Each	Herman Miller A1220.53H--MT-MT +Conn,2-Way 90 Deg Hard 53H MT:+medium tone MT:+medium tone Tag-Individual Line: Tag 1: Open Office	132.00	36.96	369.60
		% Off List: 72.00			
31	23.00 Each	Herman Miller A1230.53H--MT-MT +Conn,3-Way 90 Deg Hard 53H MT:+medium tone	232.00	64.96	1,494.08
		MT:+medium tone Tag-Individual Line: Tag 1: Open Office			
		% Off List: 72.00			
32	6.00 Each	Herman Miller A1240.53H--MT +Conn,4-Way 90 Deg 53H MT:+medium tone Tag-Individual Line: Tag 1: Open Office	294.00	82.32	493.92
		% Off List: 72.00			
33	3.00 Each	Herman Miller A1311.A--MT +15 Amp Receptacle 4 Circuit, Duplex, Circuit A 6/Pkg MT:+medium tone Tag-Individual Line: Tag 1: Open Office	194.00	54.32	162.96
		% Off List: 72.00			

34	6.00 Each	Herman Miller A1311.B--MT +15 Amp Receptacle 4 Circuit, Duplex, Circuit B 6/Pkg MT:+medium tone Tag-Individual Line: Tag 1: Open Office	194.00	54.32	325.92
		% Off List: 72.00			
35	3.00 Each	Herman Miller A1311.C--MT +15 Amp Receptacle 4 Circuit, Duplex, Circuit C 6/Pkg MT:+medium tone Tag-Individual Line: Tag 1: Open Office	194.00	54.32	162.96
		% Off List: 72.00			
36	2.00 Each	Herman Miller A1322.06E +Base Pwr Entry,Dir Con 4-Circ,6Ft L Tag-Individual Line: Tag 1: Open Office	169.00	47.32	94.64
		% Off List: 72.00			
37	44.00 Each	Herman Miller A2310.2448L--1X-MT +Work Surf,Sq-Edge Rect Lam 24D 48W 1X:+vanilla MT:+medium tone Tag-Individual Line: Tag 1: Open Office	335.00	93.80	4,127.20
		% Off List: 72.00			
38	20.00 Each	Herman Miller A2310.2472L--1X-MT +Work Surf,Sq-Edge Rect Lam 24D 72W 1X:+vanilla MT:+medium tone Tag-Individual Line: Tag 1: Open Office	504.00	141.12	2,822.40
		% Off List: 72.00			
39	1.00 Each	Herman Miller A2310.2466L--1X-MT +Work Surf,Sq-Edge Rect Lam 24D 66W 1X:+vanilla MT:+medium tone Tag-Individual Line: Tag 1: Open Office	457.00	127.96	127.96
		% Off List: 72.00			
40	20.00 Each	Herman Miller Y2091.L--1X +Cm Wedge,Sq-Edge Lam 1X:+vanilla Tag-Individual Line: Tag 1: Open Office	100.00	38.30	766.00
		% Off List: 61.70			
41	26.00 Each	Herman Miller A3510.2448--MT +Marker Board,B-Style 24H 48W MT:+medium tone Tag-Individual Line: Tag 1: Open Office	362.00	101.36	2,635.36
		% Off List: 72.00			

42	1.00 Each	Herman Miller AE113AWB--PJ-G1-C7-BK-3D-01 +Wk Chr,Aeron,Std-Ht Pneu.,Tit Lim/Ang,Adj Arms,NonupstPds/B PJ:+adjustable PostureFit support G1:+graphite C7:+2 1/2" caster, black yoke, hard floors or carpet BK:+black 3D:+pellicle-Pr Cat 1 01:+pellicle classic carbon Tag-Individual Line: Tag 1: Open Office % Off List: 53.50	1,507.00	700.76	700.76
43	7.00 Each	Herman Miller CQ51MA--G1-G1-C7-NNN-4W-31 +Chr,Setu Multipurpose,5-star base,std-ht range,lyris suspension seat/ bck,ribbon arms G1:+graphite G1:+graphite C7:+2 1/2" caster, black yoke, hard floors or carpet NNN:+none 4W:+lyris 2-Pr Cat 1 31:+lyris 2 graphite Tag-Individual Line: Tag 1: Open Office % Off List: 51.00	908.00	444.92	3,114.44
44	25.00 Each	Mity-Lite, Inc M1SSSA-- Mity Lite Mesh One Stacking Side Chair With Casters and Arms :Black Mesh :Silver Frame Tag-Individual Line: Tag 1: Open Office % Off List: 47.95	190.00	98.90	2,472.50
45	1.00 Each	Mity-Lite, Inc FREIGHT-IN-- Freight from Mity-Lite to Goodmans :Freight will be charged as actual per MCCCC contract Tag-Individual Line: Tag 1: Open Office % Off List: 0.00	151.16	151.16	151.16
46	1.00 Each	Herman Miller DT1BS.3636LX--1X-BU-57 +Square Table,Squared Edge,Lam,4-Column Base 36D 36W 1X:+natural maple BU:+black umber 57:+glides Tag-Individual Line: Tag 1: Open Office % Off List: 69.30	978.00	300.25	300.25
47	17.00 Each	Herman Miller F16-1522-BBF--SS-MT-T2-KA-B2-CB-C +Ped,Freestd Std Pull,B/B/F SS:+smooth paint on smooth steel MT:+medium tone T2:+1 1/4"-high painted metal top with squared edge KA:+keyed alike B2:+1 1/2"-high base	774.00	356.04	6,052.68

CB:+counterweight C:+standard compressor Tag-Individual Line, Tag 1: Open Office					
% Off List: 54.00					
48	1.00	Herman Miller	0.00	0.00	0.00
	Each	232092-226			
*Lock Plug and Key,Black UM Series #226					
% Off List: 0.00					
49	1.00	Herman Miller	0.00	0.00	0.00
	Each	232092-227			
*Lock Plug and Key,Black UM Series #227					
% Off List: 0.00					
50	1.00	Herman Miller	0.00	0.00	0.00
	Each	232092-228			
*Lock Plug and Key,Black UM Series #228					
% Off List: 0.00					
51	1.00	Herman Miller	0.00	0.00	0.00
	Each	232092-229			
*Lock Plug and Key,Black UM Series #229					
% Off List: 0.00					
52	1.00	Herman Miller	0.00	0.00	0.00
	Each	232092-230			
*Lock Plug and Key,Black UM Series #230					
% Off List: 0.00					
53	1.00	Herman Miller	0.00	0.00	0.00
	Each	232092-231			
*Lock Plug and Key,Black UM Series #231					
% Off List: 0.00					
54	1.00	Herman Miller	0.00	0.00	0.00
	Each	232092-232			
*Lock Plug and Key,Black UM Series #232					
% Off List: 0.00					
55	1.00	Herman Miller	0.00	0.00	0.00
	Each	232092-233			
*Lock Plug and Key,Black UM Series #233					
% Off List: 0.00					
56	1.00	Herman Miller	0.00	0.00	0.00
	Each	232092-234			
*Lock Plug and Key,Black UM Series #234					
% Off List: 0.00					
57	1.00	Herman Miller	0.00	0.00	0.00
	Each	232092-235			
*Lock Plug and Key,Black UM Series #235					
% Off List: 0.00					

58	1.00 Each	Herman Miller 232092-236 *Lock Plug and Key,Black UM Series #236	0.00	0.00	0.00
		% Off List: 0.00			
59	1.00 Each	Herman Miller 232092-237 *Lock Plug and Key,Black UM Series #237	0.00	0.00	0.00
		% Off List: 0.00			
60	1.00 Each	Herman Miller 232092-238 *Lock Plug and Key,Black UM Series #238	0.00	0.00	0.00
		% Off List: 0.00			
61	1.00 Each	Herman Miller 232092-239 *Lock Plug and Key,Black UM Series #239	0.00	0.00	0.00
		% Off List: 0.00			
62	1.00 Each	Herman Miller 232092-240 *Lock Plug and Key,Black UM Series #240	0.00	0.00	0.00
		% Off List: 0.00			
63	1.00 Each	Herman Miller 232092-241 *Lock Plug and Key,Black UM Series #241	0.00	0.00	0.00
		% Off List: 0.00			
64	1.00 Each	Herman Miller 232092-242	0.00	0.00	0.00
		*Lock Plug and Key,Black UM Series #242			
		% Off List: 0.00			
65	1.00 Each	Herman Miller 232092-243 *Lock Plug and Key,Black UM Series #243	0.00	0.00	0.00
		% Off List: 0.00			
66	1.00 Each	Herman Miller 232092-244 *Lock Plug and Key,Black UM Series #244	0.00	0.00	0.00
		% Off List: 0.00			
67	1.00 Each	Herman Miller 232092-245 *Lock Plug and Key,Black UM Series #245	0.00	0.00	0.00
		% Off List: 0.00			
68	1.00 Each	Herman Miller 232092-246 *Lock Plug and Key,Black UM Series #246	0.00	0.00	0.00
		% Off List: 0.00			
69	1.00 Each	Herman Miller 232092-247 *Lock Plug and Key,Black UM Series #247	0.00	0.00	0.00
		% Off List: 0.00			

70	1.00 Each	Herman Miller 232092-248 *Lock Plug and Key,Black UM Series #248 % Off List: 0.00	0.00	0.00	0.00
71	1.00 Each	Herman Miller 232092-249 *Lock Plug and Key,Black UM Series #249 % Off List: 0.00	0.00	0.00	0.00
72	1.00 Each	Herman Miller 232092-250 *Lock Plug and Key,Black UM Series #250 % Off List: 0.00	0.00	0.00	0.00
73	1.00		8,118.69	8,118.69	8,118.69

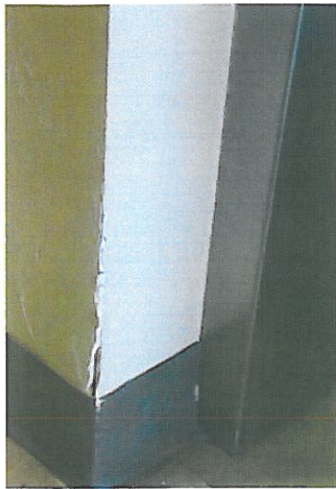
Each Goodmans Delivery & Installation
Installation
Installation - During normal business hours M-F 8am-5pm

% Off List: 0.00

Order Sub-Total : \$83,470.88
TUCSON-ARIZONA-85705-0.081000% : \$6,075.12
TOTAL ORDER : \$89,546.00

Line	Quantity	Catalog Number/Description	Unit Price	Extended Amount
1	4.00 Each	Herman Miller A1120.5324N-MT-MT-8W-03-8W-03 +Panel,Fabric Npwr 53H 24W	144.20	576.80
2	2.00 Each	Herman Miller A2310.2472L-1X-MT +Work Surf Sq-Edge Rect Lam 24O 72W	141.12	282.24
3	4.00 Each	Herman Miller AQ215 48 +Draw Rod 48H	6.72	26.88
4	1.00 Each	Goodmans Delivery & Installation Installation- Installation - During normal business hours M-F 8am-5pm	0.00	0.00
Sub-Total				\$885.92
TUCSON-ARIZONA 85705 0.081000%				\$71.76
Please Pay This Amount :				\$957.68

Exhibit E
Photographs of the interior common areas of the 1st floor



corner wall next to elevator E



wall between two elevators



right side of service elevator



exterior buttons passenger elevator



interior buttons passenger elevator



wall to the left of service elevator



wall & ceiling tiles above elevator E



wall above elevator D



ceiling tiles in elevator hallway

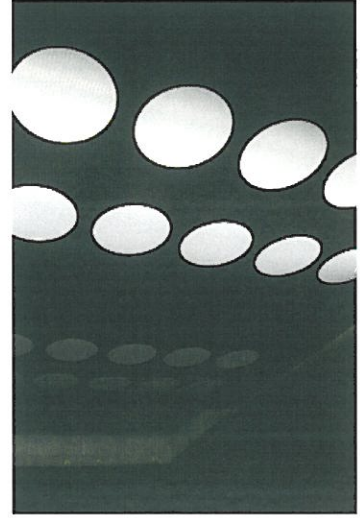
Photographs of the interior common areas of the 1st floor



Passenger elevator 'D' floor



Passenger elevator 'D' lights



Service elevator 'E' lights



Passenger elevator 'D' wall



Passenger elevator 'D' wall



Passenger elevator 'D' wall



Service elevator 'E' floor



Service elevator 'E' floor

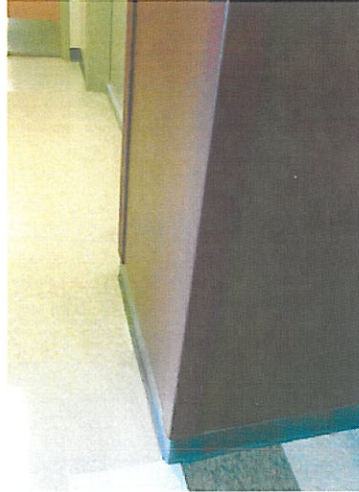


Exterior door service elevator 'E'

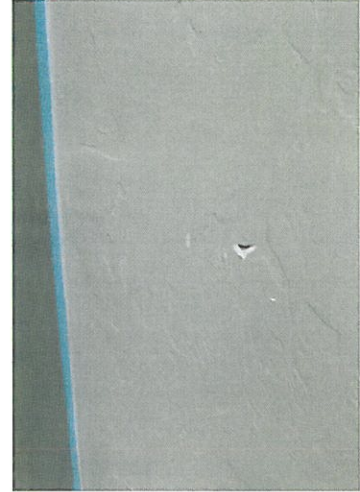
Photographs of the interior common areas of the 1st floor



View from elevator to south entry



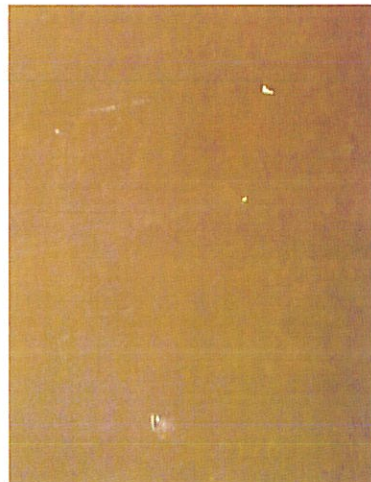
NW Corner near south restrooms



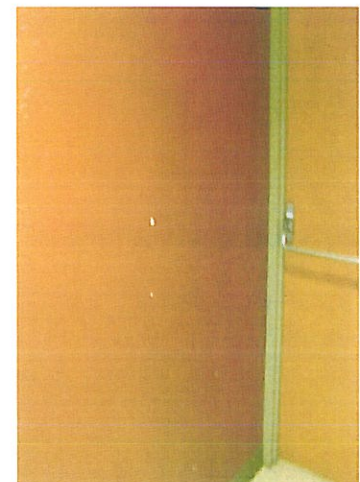
Damage in wall north of mailroom



Wall to the right of the mail room



Lower east wall by south double doors



West wall by south double doors



Northwest corner wall

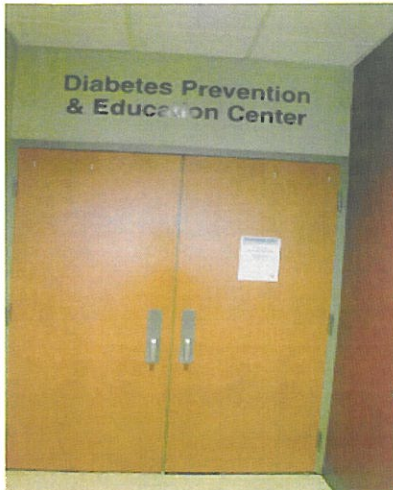


Southeast corner wall



SE wall next to east Diabetes hall

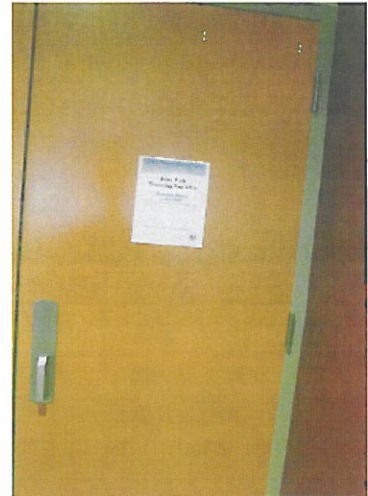
Photographs of the interior common areas of the 1st floor



North side of double doors by south entry



Close up east door to Diabetes center



Close up west door to Diabetes center



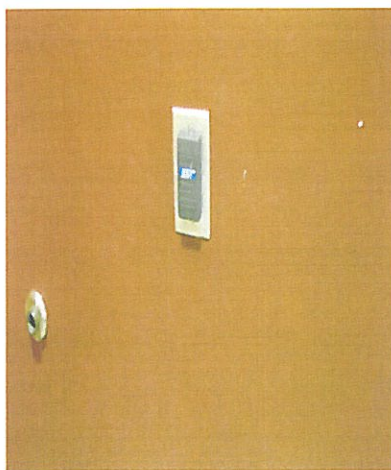
Floor scar by doors to Diabetes center



Floor scar by doors to Diabetes center



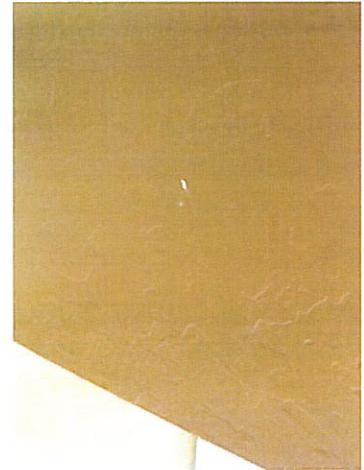
Floor scar by doors to Diabetes center



Two scrapes on west wall by card reader



Corner of Diabetes east hallway

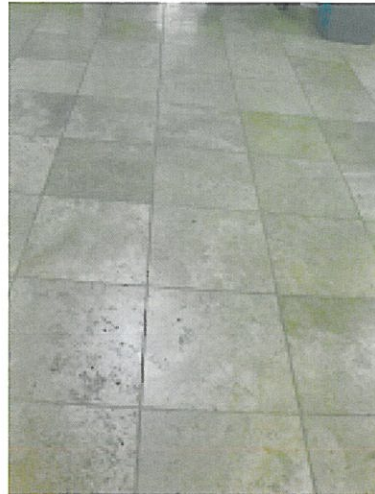


Scar on west wall

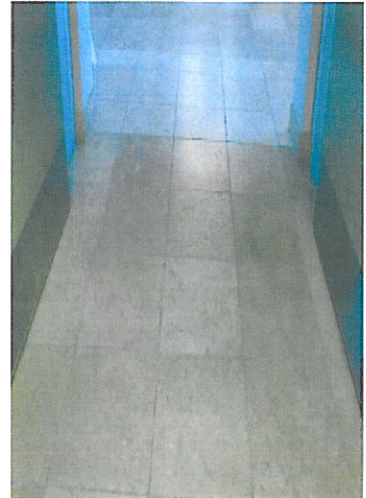
Photographs of the interior common areas of the 1st floor



North hallway floor leading to lobby



Hallway floor by Vital Records



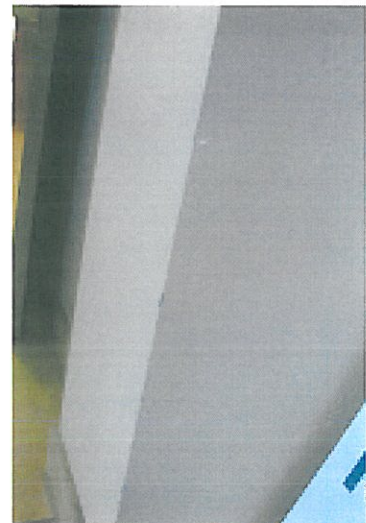
Hallway floor & lobby double doors



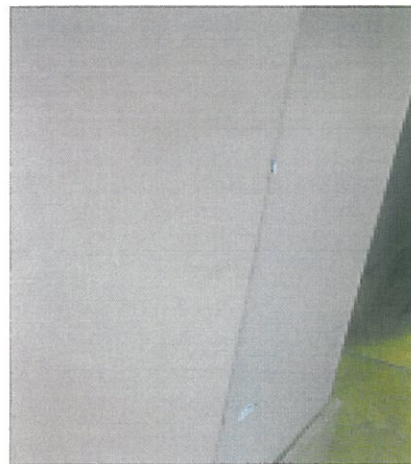
North wall west door leading to lobby



North wall east door leading to lobby



NW corner lobby by double doors



Corner by Vital Records & Lobby



Close up north wall by east lobby door



Corner by Family Clinic & Lobby

Photographs of the interior common areas of the 4th floor



South view from lobby to main hallway



East wall 4220A by Vendor Entry



Corner of west hallway



Main hallway floor south view



Hallway floor by elevators



Ceiling & east wall by elevators



East wall by elevators



Close up of wall & floor by elevators



Wall between elevators

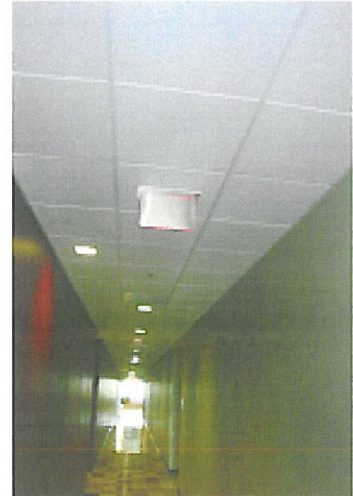
Photographs of the interior common areas of the 4th floor



Exterior of freight elevator door & wall



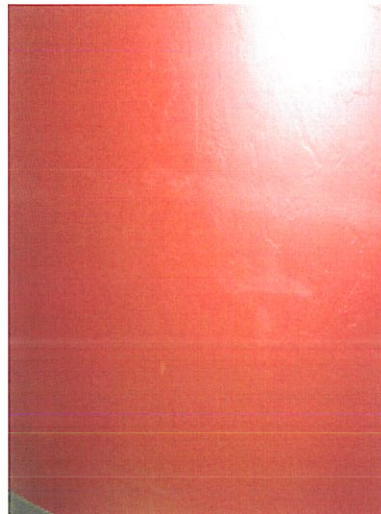
Exterior passenger elevator door & wall



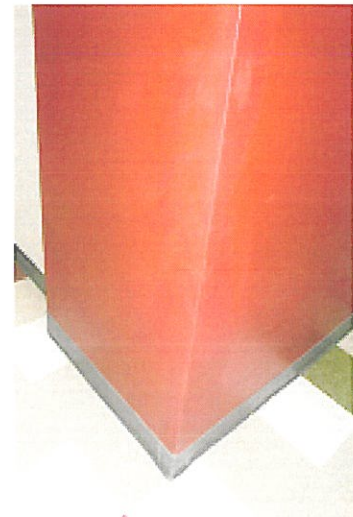
North view hallway ceiling tiles



Marks on west wall across from elevators



Marks on middle of hallway west wall



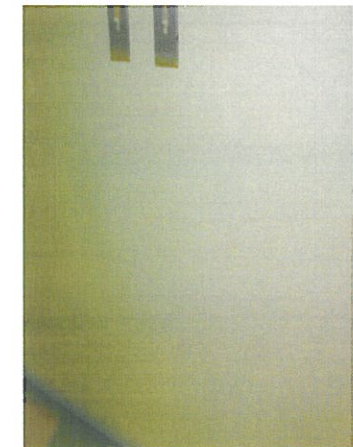
NW corner of main hallway



West view from main north/south hallway



West view from employee entry 4420A



Hallway wall

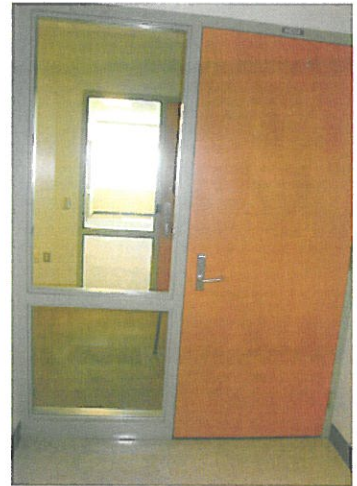
Photographs of the interior common areas of the 4th floor



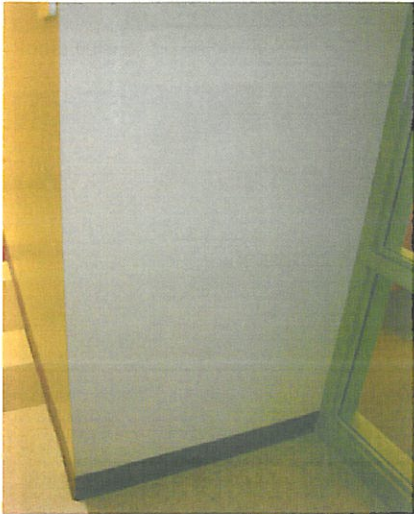
Exterior door to 4440



Exterior wall to 4420A



Exterior door to 4420A



Corner outside exterior door to 4420A

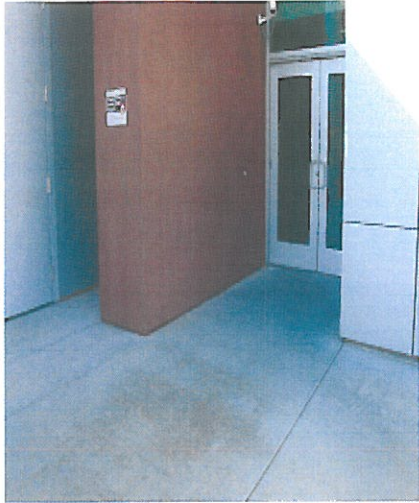


Damaged ceiling tiles next to exit sign



Close up of scratched ceiling tiles

Photographs of the exterior sidewalks, ramps and curbs



South entry exterior



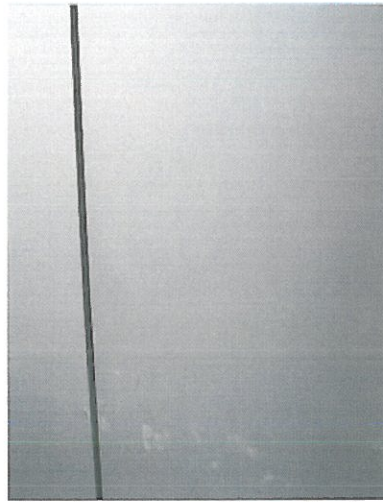
Close up of west wall by south entry



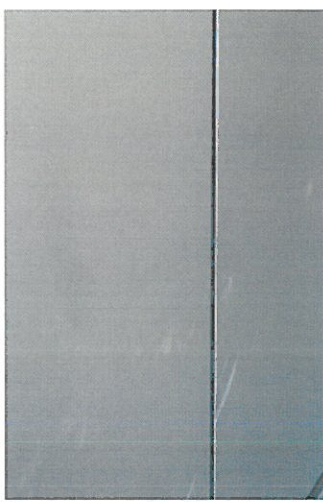
Double doors at south entry



East wall with card reader south entry



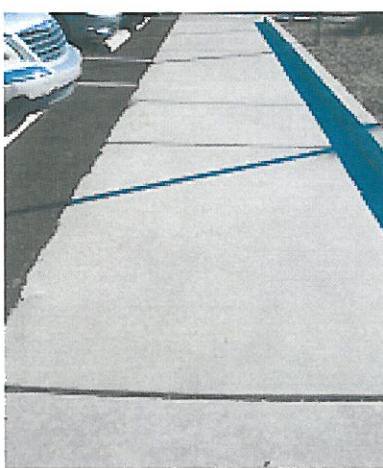
Scratches on east wall by south entry



Damage on east wall south entry



South end of east parking lot curb



East sidewalk by handicap spaces



North view of east entry