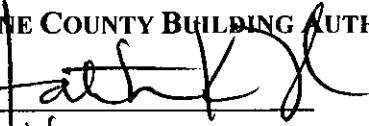


**PURCHASE ORDER/ CONSTRUCTION
SERVICES AGREEMENT/RENTAL
AGREEMENT ("PURCHASE
ORDER") - NUMBER: 0001**

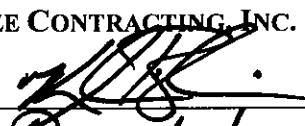
Purchaser:	Wayne County Building Authority, (hereinafter referred to as the "Owner") 500 Griswold, 21 st Floor Detroit, Michigan 48226 Attention: Owner's Representative: Anthony P. Parlovecchio
Seller:	Blaze Contracting, Inc. 5640 St. Jean Street Detroit, Michigan 48216 Attention: Kerlin Blaise, President
Project:	Owner's development of the Wayne County Consolidated Jail Facility in downtown Detroit, Michigan, located on a 7.175 acre site directly east of the Frank Murphy Justice Center and bordered by St. Antoine Street on the west, Gratiot St. on the north, the Chrysler Freeway on the east, and Macomb St. on the south Detroit, Michigan
All invoices, bills of lading, packing slips and the like must reference the Project and Purchase Number. All delivery charges are included in the Purchase Order Amount.	
<p>Description of Goods and Services: – The supply and installation of 2400 linear feet of rental concrete jersey barrier wall with 2400 linear feet of 6' chain link fence, 10' on center with a top tension wire, mounted on top, and two 8'x30' chain link swing gates. All items shall be installed in accordance with the July 18, 2011 Fencing Plan and Fencing Details prepared by AECOM/Ghafari, Sheet CF1-00-01, which incorporated herein by reference and attached hereto as Exhibit A. All items shall be provided for 36-40 month rental, and shall be removed by Seller upon completion of the Project. To extent of any conflict between this Agreement and any document provided by Seller, this Purchase Order shall control. Delivery Date(s): Per the written instruction of the Purchaser.</p> <p style="text-align: right;">Total Purchase Order Amount – \$86,753.00</p>	

Seller agrees that it shall comply with the Terms and Conditions of Purchase Order set forth below and attached hereto, which are incorporated herein by reference as if fully restated herein.

Purchaser:
WAYNE COUNTY BUILDING AUTHORITY

By: 
Its: Chairman
Date: 8/8/11

Seller:
BLAZE CONTRACTING, INC.

By: 
Its: President
Date: 8/8/2011

TERMS AND CONDITIONS OF PURCHASE ORDER

1. **MICHIGAN LAW PREVAILS.** The laws of Michigan shall govern the interpretation and enforcement of this Purchase Order. Seller, and its sub-suppliers and/or subcontractors, and all Goods or Services provided under this Purchase Order, shall strictly comply with all laws, treaties, ordinances, judgment, decrees, injunctions, writs and orders of any court or governmental agency or authority, and rules, regulations, codes, orders, interpretations of any federal, state, county, municipal, regional, environmental or other governmental body, instrumentality, agency, authority, or court having jurisdiction over the Project or any activity connected with the Project (collectively "Applicable Law"). The failure comply with Applicable Law shall be a material breach of this Purchase Order. The Seller is responsible for all necessary labor, materials, tools, equipment, engineering, supervision, taxes and other necessary services and costs to provide the Goods and/or Services (collectively referred to hereinafter as the "Work"). The Seller is also responsible for the safety of its employees, subcontractors and suppliers. Seller shall indemnify Owner from any and all costs or liabilities arising from the Seller's failure to maintain safety.

2. **PURCHASE ORDER TERMS AND CONDITIONS CONTROL.** Seller is deemed to have accepted this Purchase Order upon the first to occur of; (a) Seller signing and returning to Purchaser the acknowledged copy of this Purchase Order; (b) Seller's shipment of any of the Goods or the performance of any Services. In the event the Purchaser does not receive a signed acknowledgement of this Purchase Order within ten (10) days after issuance to the Seller, Purchaser reserves the right to cancel the same without any obligation to the Purchaser. Seller's acceptance of this Purchase Order is limited to acceptance of the express terms of the offer contained herein. Any proposal by the Seller for additional or different terms to this Purchase Order or any attempt by Seller to vary the terms hereof is objected to and rejected by the Purchaser. In the event of a conflict between any of the requirements of the Purchase Order, the more stringent requirement shall control as determined in the sole and absolute discretion of the Purchaser.

3. **WARRANTIES AND REMEDIES.** Seller expressly warrants: (a) the Goods: (i) shall be merchantable in the trade as goods strictly of the kind and quality required to be furnished by the Seller under the Purchase Order; (ii) shall be new, unused (unless refurbished Goods are specifically ordered) and of good quality and free from latent and patent defects in design, material, manufacture and workmanship; (iii) shall be safe for use and comply with all federal, state and local laws and regulations; (iv) shall strictly conform to the requirements of the Purchase Order; and (v) shall be fit for the particular purpose for which Purchaser intends to use the Goods; and (b) the Services: (i) shall be performed in a workmanlike manner; and (ii) shall strictly comply with the requirements and expectations of the Purchaser. If the Goods or Services are determined by the Purchaser not to conform with Seller's warranties with respect thereto, the Seller shall promptly upon receipt of written notice of such nonconformity from Purchaser, and at no cost to Purchaser, repair the Goods and/or reperform the Services so they conform with the Seller's representations or replace them with conforming Goods and/or Services.

In lieu of such repair or replacement by Seller, the Purchaser may at its option and not in limitation of any other right or remedy it may have, require Seller to refund the full contract price for any Goods and/or Services for which a breach of warranty exists and remove the nonconforming items. Seller shall be liable for all amounts and damages incurred and sustained by Purchaser in connection with any breach of warranty, including but not limited to removal, replacement, repair, shipping, receiving, storage and reinstallation costs and all other incidental and consequential damages. Seller's warranties and related obligations shall survive final payment and acceptance of the Goods and Services, as well as the termination of this Purchase Order.

4. **INSPECTION.** Seller shall perform all inspections and tests with respect to the Goods and Services as is required by the Purchase Order or normal trade practices. Notwithstanding any inspection, acceptance of the Goods and Services shall be at the delivery point. Any inspection or test by the Purchaser shall not relieve Seller of any warranty obligation or liability with respect to the Goods and Services, nor shall any such inspection or test or failure to inspect or test be interpreted as, or in any way imply, acceptance of the Goods or Services.

5. **DELIVERY SCHEDULE.** Seller agrees to keep the Purchaser fully informed regarding its delivery schedule for the Goods and Services, and shall immediately advise Purchaser in writing of any delay or anticipated delay. In order to comply with the Purchaser's immediate need for the Goods, the Seller shall ship the Goods by a more expensive way than specified in the Purchase Order, and any increase in the transportation costs resulting therefrom shall be paid by the Seller. Seller shall not ship the Goods under any reservation of rights. Purchaser shall have the right to inspect the Goods before or after payment. In addition to its rights under Section 4 above, the Purchaser reserves the right to: (i) reject nonconforming Goods; (ii) revoke acceptance of nonconforming Goods after discovery of the nonconformance; and (iii) revoke acceptance of nonconforming Goods if Purchaser accepted the same on the reasonable assumption that the nonconformity would be cured by the Seller and it has not been reasonably cured. In the event of such a rejection or revocation of acceptance, Purchaser shall have the option to: (a) terminate the Purchase Order or to require the Seller to furnish replacement Goods; and (b) to return the nonconforming Good to Seller or to require the Seller to remove them. Seller shall be responsible for all expenses of unpacking, examining, repacking and reshipping nonconforming Goods or Goods in excess of the Purchaser's required quantities.

6. **TITLE AND RISK OF LOSS.** Seller warrants it has the right to sell the Goods and the ability to deliver good title to all Goods. Title to the Goods shall pass to Buyer upon the earlier of: (a) the date Purchaser paid for the Goods; and (ii) the date the Goods are received and accepted by the Purchaser. In addition to its other insurance obligations, Seller shall insure the full value of the Goods while in transit and in storage prior to the delivery of the Goods and acceptance of the Purchaser. Seller shall have retained the risk of loss with respect to the Goods (regardless of Purchaser's title thereto) until the Goods have been delivered to and accepted by the Purchaser at the delivery point specified in the Purchase Order. Seller shall promptly execute and provide Purchaser with any

documentation necessary to transfer title to the Goods or evidence of Purchaser's title thereto.

7. **INDEMNITY.** To the fullest extent permitted by applicable law, the Seller shall defend, hold harmless and indemnify the Purchaser, the County of Wayne, Parlovecchio Building Co., Inc., Gahfari Associates and AECOM (collectively defined as "Indemnitees"), and any respective director, officer, employee, agent, successor and assign of any of the Indemnitees, from and against any and all damages involving the following:

- (a) Any actual or alleged infringements of any patent, trademark, copyright or other intellectual property right related to arising from the Goods;
- (b) Any actual or alleged injury or death to any person, or damage to or destruction of property (including the loss of use thereof), or any other damage or loss by whomsoever suffered resulting from or arising out of or in connection to the Goods or Services, whether or not such damage or loss is due to the negligence of any kind or character on the part of the Purchaser;
- (c) Any actual or alleged failure or material breach of the Seller to comply with the Purchase Order;
- (d) any actual or alleged failure of the Goods or Services to comply with the Purchase Order;
- (e) Any lien, claim or encumbrance (of any type) in which any person or entity seeks or claims an interest in the Goods or Services which is in conflict with or otherwise impairs the Purchaser's sole and exclusive right to the Goods and Services; and
- (f) Any hazardous material or waste, toxic substance, pollution or contamination brought to the Project by the Seller.

The foregoing indemnification obligations shall not be affected or limited by, in any way, any insurance required by the Seller.

8. **CHANGES.** Purchaser shall have the right at any time in its sole and absolute discretion, without invalidating or breaching the Purchase Order, to direct Seller by written notice to add to, reduce, suspend or otherwise change the scope of the Purchase Order and to make changes to the quantities, specifications, sequence of the performance of the Services, scope of Services, time for performance of the Services, as well as the materials, packaging, time and place of delivery and method of transportation of the Goods (any such addition to, reduction, suspension or other change by Purchaser defined as a "Change"). In the event of a Change, the Total Purchase Order Amount may be adjusted by the agreement of the Purchaser and the Seller.

9. **PAYMENT.** Payment shall be paid only for Goods and/or Services that are specifically named in this Purchase Order. No additional costs for items or services will be paid by the Purchaser without its prior express written consent. Payments pursuant to this Purchase Order shall be made no later than thirty (30) days after the Purchaser's receipt of a proper invoice from the Seller. Charges for the late payment of invoices are

prohibited. Notwithstanding anything to the contrary herein, the Seller waives any and all claims for additional compensation for which it did not receive the prior written approval of the Purchaser, it being expressly agreed the Seller shall not exceed the Total Purchase Order Amount without the prior written approval of the Purchaser.

10. **SELLER'S PRICE IS FIRM.** The Total Purchase Order Amount set forth on the face of the Purchase Order is firm. Seller shall be responsible for all charges related to the Goods and Services in excess of the Total Purchase Order Amount, but shall nonetheless deliver the Goods to the Purchaser and perform the Services for the Purchaser.

11. **TIME FOR PERFORMANCE.** Seller acknowledges and agrees the Purchaser's time period(s) for the delivery of the Goods and performance of the Services are essential conditions to the Purchase Order. Accordingly, Purchaser reserves the right without liability, in addition to any other right it may have, to terminate this Purchase Order on notice to Seller as to Goods not accepted and to purchase substitute Goods elsewhere and charge the Seller for any loss incurred, as well as to Services performed incorrectly or in contravention to the Purchaser's scheduling requirements.

12. **TERMINATION FOR DEFAULT.** When the Seller has not performed or has unsatisfactorily performed the Purchase Order, payment shall be withheld at the discretion of the Purchaser. Failure on the part of the Seller to fulfill contractual obligations shall be considered just cause for termination of the Purchase Order and the Seller is not entitled to recover any costs incurred by the Seller up to the date of termination, and Seller waives any and all claims for costs (including but not limited to lost profits).

13. **TERMINATION FOR CONVENIENCE.** The Purchaser may terminate this Purchase Order, in whole or in part, without showing cause upon written notice to the Seller specifying the extent and the effective date of the termination. In connection with such termination, the Purchaser shall pay Seller as Seller's sole and exclusive remedy a termination payment comprised of any amounts due for Goods Purchaser accepted prior to the termination date and Seller's reasonable and necessary direct costs resulting from the termination which are substantiated by evidence satisfactory to the Purchaser. In no event shall the Seller be entitled to any payment or profit for any Goods not accepted by Purchaser.

14. **DISPUTES.** All disputes arising out of or related to this Purchase Order shall be resolved solely in Wayne County Circuit Court, except as provided herein, it being agreed Seller does business in Wayne County Circuit Court and is subject to jurisdiction of the Wayne County Circuit Court. Notwithstanding the foregoing, at Purchaser's sole and exclusive option, any disputes between the parties shall be resolved by arbitration before the American Arbitration Association in accordance with the then current Construction Rules or Commercial Rules, as the case may be of the American Arbitration Association, and any judgment or award issued by the arbitrators shall be final and may be entered in any court having jurisdiction thereof.

15. **LIMITATION OF LIABILITY.** In no event shall Purchaser, or any respective director, officer, employee, agent, successor and assign of the Purchaser, be liable to Seller, or anyone claiming through or related to Seller, whether based on contract, tort, negligence, warranty, indemnity, strict liability, delay, error or omission, other otherwise, for any consequential, special, incidental, indirect, punitive, exemplary or multiple damage or damages arising from or in connection with loss of use or loss of revenue or profit, actual or anticipated, increased expense of manufacturing or operation, loss of use, or cost of capitals, and the Seller hereby releases Purchaser, and any respective director, officer, employee, agent, successor and assign of the Purchaser, from any such liability. Purchaser's total liability to the Seller shall not exceed the Total Purchase Order Amount. Any action resulting from any breach of the Purchaser must be commenced within one year of the date of this Purchase Order or the Seller expressly waives any such cause of action.

16. **RETENTION OF RECORDS.** The Seller shall retain and maintain any and all records and documents relating to this Purchase Order for three years after final payment and shall make them available for inspection and audit by authorized representatives of the Purchaser. The Purchaser, or any agent appointed by the Purchaser, may review and audit the books and records of the Seller in relation to this Purchase Order at any time, upon seven (7) days written notice to the Seller. The Seller shall immediately cooperate, in all respects, with any audit request from the Purchaser.

17. **ENTIRE AGREEMENT.** This Purchase Order forms the entire understanding between the Purchaser and Seller, and supersedes all prior representations or agreements, whether written or oral. This Purchase Order specifically replaces any prior Purchase Orders on this Project arising from and related to the same scope of Work, and all prior Purchase Orders arising from the same scope of Work are hereby declared null and void. The Seller warrants it has not relied upon any representation of the Purchaser in entering this Purchase Order. The Seller further warrants it has, prior to entering into this Purchase Order, carefully reviewed the Project, and all conditions of any type affecting or relating to the Goods or Services, and is confident it can deliver the Goods and perform the Services within the time period specified by the Purchaser. The Seller waives any all claims for conditions which it should have or could have reasonably been aware of at the time the Purchase Order was executed. No oral agreements, representations, course of conduct or dealings, or usage of trade shall be relevant to supplement, explain, contradict or vary in any way, any provision contained herein or any express or implied warranties of the Seller. The signatory to this Purchase Order represents he/she has the authority to enter into this Purchase Order and otherwise bind the Seller in all respects to the terms and conditions of this Purchase Order.

18. **ASSIGNMENT.** Seller may not assign or pledge this Purchase Order without the express written consent of the Purchaser. With notice, the Purchaser may assign this Purchase Order.

19. **INTERPRETATION.** Wherever possible, each provision of the Purchase Order shall be interpreted in such a manner as to be effective and valid under the laws of the State of

Michigan, but if any provision of this Purchase Order shall be prohibited or invalid under such law, said provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of the Purchase Order.

20. **WAIVER**. Any failure of the Purchaser to, at any time, enforce or require strict compliance with and performance of the Seller of any of its obligations under this Purchase Order shall not constitute a waiver by the Purchaser of a breach of any such terms or conditions or any other breaches, or the right of the Purchaser to avail itself of the remedies it may have for any such breach, and no waiver shall in any event be effective unless in writing and signed by the Purchaser.

21. **FORCE MAJURE**. Purchaser shall not be liable for delaying delivery and/or acceptance of the Goods and Services, for its failure to accept any Goods or Services, or for its failure to perform hereunder or breach hereof due to strike, labor trouble, war, insurrection, civil commotion, acts of terrorism, the public enemy, fire, explosion, accident, flood, storm, action of Act, act of any governmental authority, executive or administrative orders or other legal restrictions, riot, embargo, blockade, quarantine, wrecks or delay in transportation or any cause beyond the Purchaser's control. Seller shall not be liable for a delay in the performance of one or more of its obligations under the Purchase Order due to force majeure events, but only to the extent and upon conditions that: (i) Seller's written notice to Purchaser of the event for which it seeks relief: (a) conspicuously indicates in the notice's subject heading "CLAIM FOR FORCE MAJURE RELIEF"; (b) is a force majeure event as set forth herein and above; and (c) is provided to Purchaser in writing not later than two (2) business days after the occurrence of the force majeure event. Under no circumstances shall the Seller be entitled to, and specifically waives, any additional compensation or costs related to any force majeure event, and the Seller's sole and exclusive remedy, provided notice was properly and timely provided, is an extension of time to provide the Goods and/or Services.

22. **INSURANCE**. At a minimum, Seller shall furnish and maintain insurance in the coverages and amounts as follows:

1. **COMPREHENSIVE OR COMMERCIAL FORM GENERAL LIABILITY** - covering bodily injury, personal injury, property damage, and contractual liability (if on "claims made" basis, coverage shall survive not less than three (3) years after termination of Agreement).

Each Occurrence- combined single limit for bodily injury and property damage
\$1,000,000

General Aggregate \$2,000,000

Products - Completed Operations Aggregate \$2,000,000

Personal and Advertising Injury \$1,000,000

Excess Liability (Umbrella) \$5,000,000

2. BUSINESS AUTOMOBILE LIABILITY- \$1,000,000 covering owned, hired, leased, and non-owned automobiles, and proving bodily injury and property damage coverage. Limits of liability shall be per occurrence, combined single limit.

3. WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY – as required by Michigan law.

Employer's Liability \$1,000,000

All insurance policies shall name Purchaser, the County of Wayne, Parlovecchio Building Co., Inc., Gahfari Associates and AECOM as additional insureds. All insurance coverages shall state that the coverage provided to the additional insureds is primary and non-contributory with respect to any other insurance available to the additional insureds. No policies may be cancelled without at least 30 days prior written notice to the Purchaser. The Purchaser reserves the right to require additional insurances relating to the Seller, and the Seller shall provide such additional insurances upon the request of the Purchaser. With respect to any of the parties for which it has agreed to provide insurance, Seller shall look solely to such insurance for recovery. Seller hereby grants to Purchaser a waiver of any right to recover against Purchaser by way of subrogation which any insurer of Seller might otherwise have by virtue of payment of any loss under any such insurance.

23. **BONDS**. At a minimum, Seller shall furnish and maintain bonds as follows:

1. The Seller shall furnish a satisfactory Performance Bond executed by the Seller and his Surety (upon forms provided by the Purchaser) guaranteeing performance of the Work in accordance with the terms of the Purchase Order and as provided by law, in the full amount of the Total Purchase Order Amount.

2. The Seller shall furnish a satisfactory Payment Bond executed by the Seller and his Surety (upon forms provided by the Purchaser) guaranteeing the payment of all labor and material claims in connection with the Work in accordance with the terms of the Purchase Order and as provided by law, in the full amount of the Total Purchase Order Amount.

3. The minimum requirement for Owner's Representative's approval of the Surety shall be that the Surety is listed by the United States Treasury Department as acceptable for bonding federal projects, that the bond amount is within the limit set by the Treasury Department as the net limit on any single risk, that the Surety has a financial rating not lower than XII and service rating no lower than A as listed in A.M. Best's Key Rating Guide, current edition, and that there is no affiliation between the Seller and the bonding agent or bonding agency.

4. The bonds required by the Purchase Order shall guarantee that the Seller will perform each and every part of the Purchase Order, cover all guarantees called for, and insure prompt payment to all persons furnishing labor or material required in the prosecution of the Work under the Purchase Order. In the event of additions to the Total Purchase Order Amount, the Owner's Representative reserves the right to require evidence of an increase in the penal sum of bonds.

5. If the Surety on any bond furnished by the Seller is declared bankrupt, becomes insolvent, is delisted by the United States Treasury Department, loses its right to do business in the State of Michigan, has a financial rating lower than XII and service rating lower than A as listed in A.M. Best's Key Rating Guide, current edition, or ceases to meet the requirements outlined in the above Subparagraph, the Seller shall, within five (5) days thereafter, substitute another bond and Surety, both of which shall be acceptable to the Owner's Representative. The Purchaser has no obligation to monitor the Surety's status.

6. Whenever the Seller shall be and is declared to be in default under the Purchase Order, the Surety shall immediately remedy the default or shall promptly:

a. Complete the Work required by the Purchase Order, or

b. Obtain a bid or bids for completing the Work in accordance with the terms and conditions of the Purchase Order and upon determination by the Owner's Representative and the Surety jointly of the lowest responsible bidder, arrange a contract between such bidder and the Owner, and make available as the Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost to complete the Work as required by the Purchase Order, and including other costs and damages for which the Surety may be liable pursuant to the Purchase Order.

7. Other costs and damages shall include, but not be limited to the following as incurred and determined by the Owner's Representative, the following:

a. Costs associated with re-bidding the Work;

b. Unproductive use of Owner personnel; and

c. Additional costs associated with re-negotiating a contract;

8. Final acceptance of the Work shall not relieve the Seller and/or Seller's Surety from their obligations under the Purchase Order, including guarantees of materials, equipment, installation, or service.