

**STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG**

**SIXTH AMENDMENT TO THE AGREEMENT TO PROVIDE
FURNITURE, INSTALLATION, AND RELATED PRODUCTS AND SERVICES**

THIS SIXTH AMENDMENT TO THE AGREEMENT TO PROVIDE FURNITURE, INSTALLATION, AND RELATED PRODUCTS AND SERVICES (this "Sixth Amendment") is made and entered into this 11th of August 2021, by and between Haworth, Inc., a Michigan corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

- A. The City of Charlotte and the Company entered into an Agreement for furniture, installation, and related products and services dated January 1, 2020 (the "Contract") pursuant to which the Company agreed to provide furniture, installation, and related products and services for the City of Charlotte.
- B. The parties amended the Contract to incorporate changes to the pricing sheet and Delivery and Force Majeure clauses.
- C. The parties amended the Contract to add the Tuohy product line.
- D. The parties amended the Contract to adjust commercial pricing.
- E. The parties amended the Contract to add the Resonate product line and incorporate other changes.
- F. The parties amended the Contract to incorporate changes to the pricing sheet and additional Federal Contract Terms.
- G. The parties now desire to amend the Contract to add a new product line and to incorporate certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

AGREEMENT

- 1. The terms of the Contract are restated by and incorporated into this Sixth Amendment by reference.
- 2. Defined terms used in this Sixth Amendment shall have the same meaning as are assigned to such terms in the Contract.
- 3. The Pricing Sheets in Exhibit A of the Contract is hereby replaced in its entirety due to the addition of the new Veda product line which are attached as Exhibit A.6.
- 4. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
- 5. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this Sixth Amendment to be executed as of the date first written above.

HAWORTH, INC.

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE

BY: 
(signature)

PRINT NAME: Chris Bowman

TITLE: Director Pricing + Contracts

DATE: 8/13/21

BY: _____
(signature)

PRINT NAME: _____

TITLE: _____

DATE: _____



**Digital Contract Routing Form
Non-Encumbered**

Date Submitted: August 23, 2021

Submitted by: Genetta N. Carothers

Submitter email: genetta.carothers@charlottenc.gov

Contract #: 2020000606

Amendment #: 6

Contract Name: Citywide Furniture (City Dist. PMC Commercial Interiors)

Vendor Legal Name: Haworth, Inc.

Vendor #: 304468

REQUIRED ATTACHMENT(S):

Use the Paperclip icon to attach a full Contract Document Routing Packet for review by the authorized City individual with signature authority. The Routing Packet **MUST** include all required components per the direction provided at:

The following signatures, once completed, shall be incorporated by reference into the contractual document identified above.

City of Charlotte

eSigned via SeamlessDocs.com
Brent Cagle
Key: 668f2b82108208b08604836a5396b891

1. FIXED PERCENTAGE (%) DISCOUNT OFF THE MANUFACTURER'S LIST PRICE - FURNITURE CATEGORIES AND OTHER RELATED PRODUCTS:			
CATEGORY	VERIFIABLE MANUFACTURER'S LIST PRICE CATALOG NAME - APRIL 2019	DROP SHIP	INSIDE DELIVERY
Systems Furniture	Unigroup Systems (NW & WT)	71%	66%
Systems Furniture	Unigroup Too Panels	71%	66%
Systems Furniture	Places Systems (NW & WT)	71%	66%
Systems Furniture	Adaptable Comps - Wksr, Up Stor, Lghtng	71%	66%
Systems Furniture	Places Systems (Wood)	71%	66%
Systems Furniture	Systems Fabric	71%	66%
Systems Furniture	Compose	68%	63%
Systems Furniture	Premise Systems	68%	63%
Systems Furniture	IF Systems	68%	63%
Freestanding Furniture	Masters	53%	48%
Freestanding Furniture	Suite	53%	48%
Freestanding Furniture	Everyday Office	50%	45%
Freestanding Furniture	Jive	50%	45%
Freestanding Furniture	Cultivate	58%	53%
Freestanding Furniture	Intuity	53%	48%
Freestanding Furniture	Patterns	53%	48%
Freestanding Furniture	Kinetics, Tempo, Tactics, Planes, Cmpose	58%	53%
Freestanding Furniture	Upside	58%	53%
Freestanding Furniture	Tuohy (Manufacturer Catalog 2/1/2020)	41.50%	36.50%
Seating / Chairs	Accolade/Comf 28 NW/Monaco/Sys 58	63%	58%
Seating / Chairs	Improv, Comforto 12	63%	58%
Seating / Chairs	Seating Fabric	63%	58%
Seating / Chairs	Look (Sit 10)	63%	58%
Seating / Chairs	X99 Seating	60%	55%
Seating / Chairs	Wood Stg - Comp,Frnze,Glicr,Tally,Etc	53%	48%
Seating / Chairs	Very Task Seating	55%	50%
Seating / Chairs	Very Seating Line (Non-Task)	55%	50%
Seating / Chairs	Zody	55%	50%
Seating / Chairs	Lively, Cassis, WD Seating	55%	50%
Seating / Chairs	Veda	50%	55.0%
Seating / Chairs	Lively™	60%	55%
Seating / Chairs	Fern	50%	45%
Seating / Chairs	Soji™	50%	45%
Seating / Chairs	Maari™	54%	49%
Seating / Chairs	Tuohy (Manufacturer Catalog 2/1/2020)	33%	28%
Seating / Lounge	Resonate	53%	48%
Filing Systems, Storage & Equipment	Be Hold Storage	53%	48%
Filing Systems, Storage & Equipment	Beside	63%	58%
Filing Systems, Storage & Equipment	Premise & X-Series Files	63%	58%
Filing Systems, Storage & Equipment	X-Series Peds	63%	58%
Filing Systems, Storage & Equipment	950 Fls, Plcs Fs Stl, IF Lat Fls & Psts	63%	58%
Filing Systems, Storage & Equipment	V-Series Files & Peds	63%	58%
Filing Systems, Storage & Equipment	Active Storage	53%	48%
OTHER RELATED PRODUCTS	VERIFIABLE MANUFACTURER'S LIST PRICE CATALOG NAME - APRIL 2019	DROP SHIP	INSIDE DELIVERY
Walls	Enclose	55%	50%
Walls	Walls Adaptable Components	55%	50%
Walls	Walls Glass	55%	50%
Walls	Pergola	60%	55%
Haworth Collections & Healthcare	Haworth Collection - Haworth	41%	36%
Haworth Collections & Healthcare	Healthcare	57%	52%
Haworth Collections & Healthcare	Harbor Work Lounge™	50%	45%
Haworth Collections & Healthcare	Haworth Collection - Pablo Designs	15%	10%
Haworth Collections & Healthcare	Haworth Collection - Capp, Cass, P Frau	15%	10%
Haworth Collections & Healthcare	Haworth Collection - GAN	10%	5%
Haworth Collections & Healthcare	Haworth Collection - JANUS et Cie	15%	10%
Haworth Collections & Healthcare	BuzziSpace	35%	30%
Accessories & Technology	Locks	71%	66%
Accessories & Technology	Technology Products	55%	50%
Accessories & Technology	Ergotron Accessories	48%	43%
Accessories & Technology	DataThing	40%	35%
Accessories & Technology	Jump Stuff	41%	36%

EXHIBIT A.6 - PRICING SHEET

2. OPTION #1 - FIXED PERCENTAGE (%) DISCOUNT ON INSTALLATION SERVICES:

Basic Installation - Normal Hours	10%
Basic Installation - After Hours	15%
Expanded Installation - Normal Hours	18%
Expanded Installation - After Hours	27%

OPTION #2 - FIXED HOURLY RATE RANGE FOR INSTALLATION AND OTHER ADDITIONAL SERVICES AND SOLUTIONS:

Basic Installation - Normal Hours	\$28 - \$36
Basic Installation - After Hours	\$39 - \$54
Expanded Installation - Normal Hours	\$35 - \$45
Expanded Installation - After Hours	\$52.5 - \$67.5
Design	\$28 - \$36
Project Management	\$35 - \$45
Asset Management	\$18 - \$28
Refurbishment	\$32 - \$42

Subject to change based on geographic area, prevailing wage requirements and other factors.

3. FIXED MONTHLY RATE FOR STORAGE OPTIONS:

STANDARD FIXED MONTHLY RATE	MONTHLY RATE / FT ²	MONTHLY RATE / FT ³
Negotiable per location	\$1.25	\$1.95

4. PRICING INCENTIVES BEYOND THE STANDARD DISCOUNT:

DESCRIPTION	ADDITIONAL PERCENTAGE (%) DISCOUNT
Accessories & Technology (List Volume > \$10,000)	1 - 4%
Seating (List Volume > \$25,000)	1 - 4%
Haworth Collection & Healthcare (List Volume > \$50,000)	1 - 4%
Storage and Tables (List Volume > \$50,000)	1 - 4%
Systems (List Volume > \$100,000)	1 - 4%
Walls and Wood (List Volume > \$100,000)	1 - 4%

Haworth is offering low first tier pricing with negotiable discount ranges established, based on individual product list volume.

In addition, we will offer a Sole Source pricing option to any OMNIA participating agency that selects Haworth as its sole source provider within the terms of the OMNIA contract. This option will provide deeper discounts than the standard OMNIA contract and would require agencies to sign an agreement acknowledging Haworth as their single source provider.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
11/02/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Grand Rapids MI Office 50 Louis Street NW Suite 200 Grand Rapids MI 49503 USA	CONTACT NAME:	
	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
INSURED Haworth International, LTD.; Haworth, Inc. & Subsidiaries; Thought Stream LLC One Haworth Center Holland MI 49423-9576 USA	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A: ACE American Insurance Company	
	INSURER B: ACE Fire Underwriters Insurance Co.	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

Holder Identifier :

COVERAGES**CERTIFICATE NUMBER:** 570084810795**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Vendors Endorsement <input checked="" type="checkbox"/> \$500,000 SIR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y		XSLG7145163A SIR applies per policy terms & conditions	11/01/2020	11/01/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> Phys Dmg-Self Insd <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			ISA H25309157	11/01/2020	11/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
A A B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WLC67455654 WCUC67455733 SIR applies per policy terms & conditions SCFC67455691	11/01/2020 11/01/2020 11/01/2020	11/01/2021 11/01/2021 11/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

Certificate No : 570084810795

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Charlotte is included as Additional Insured in accordance with the policy provisions of the General Liability policy. General Liability evidenced herein is Primary to other insurance available to an Additional Insured, but only in accordance with the policy's provisions.

CERTIFICATE HOLDER**CANCELLATION**

The City of Charlotte Charlotte-Mecklenburg Government Center 600 East 4th Street Charlotte NC 28202 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc.</i>

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