Contract#: 2020000606 Amendment#: 2 Vendor#: 304468

## STATE OF NORTH CAROLINA COUNTY OF MECKLENBURG

# SECOND AMENDMENT TO THE AGREEMENT TO PROVIDE FURNITURE, INSTALLATION, AND RELATED PRODUCTS AND SERVICES

THIS SECOND AMENDMENT TO THE AGREEMENT TO PROVIDE FURNITURE, INSTALLATION, AND RELATED PRODUCTS AND SERVICES (this "Second Amendment") is made and entered into this 26th of October 2020, 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 now desire to amend the Contract to add Tuohy 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 Second Amendment by reference.
- 2. Defined terms used in this Second 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 product line which are attached as Exhibit A.3.
- 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]

Contract#: 2020000606 Amendment#: 2 Vendor#: 304468

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

HAWORTH, INC	CITY OF CHARLOTTE: CITY MANAGER'S OFFICE			
BY:	BY:			
(signature)	(signature)			
PRINT NAME: Chris Bawman	PRINT NAME:			
TITLE: Livertor Pluing of Entracts	TITLE:			
DATE: 1/1/20	DATE:			



## Digital Contract Routing Form Non-Encumbered

November 25, 2020

Date Submitted:

Submitted by: Genetta N. Carothers

Submitter email: gcarothers@charlottenc.gov

Contract #: 2020000606 Amendment #: 2

Contract Name: Citywide Furniture (City Dist. PMC Comm. 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:

https://cnet/kbus/finance/Finance/pm/Pages/Contract-Review.aspx

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

City of Charlotte

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#### HAWORTH - CONTRACT 2020000606-2 EXHIBIT A.3 - PRICING SHEET

## 1. FIXED PERCENTAGE (%) DISCOUNT OFF THE MANUFACTURER'S LIST PRICE - FURNITURE CATEGORIES AND OTHER RELATED PRODUCTS:

CATEGORY	VERIFIABLE MANUFACTURER'S LIST	DROP SHIP	INSIDE
	PRICE CATALOG NAME - APRIL 2019		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 Premise Systems	68%	63%
Systems Furniture Systems Furniture	IF Systems	68% 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 / Chairs	Seating Fabric	63%	58%
Seating / Chairs	Look (Sit 10)	63%	58%
Seating / Chairs	X99 Seating	60%	55%
Seating / Chairs	Wood Stg - Comp,Frnze,Glrie,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	Lively <sup>TM</sup>	60%	55%
Seating / Chairs	Fern	50%	45%
Seating / Chairs	Soji <sup>TM</sup>	50%	45%
Seating / Chairs	Maari <sup>TM</sup>	54%	49%
Seating / Chairs	Tuohy (Manufacturer Catalog 2/1/2020)	33%	28%
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%
	V-Series Files & Peds		
Filing Systems, Storage & Equipment		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%
Haworth Collections & Healthcare	Haworth Collection - Haworth	41%	36%
Haworth Collections & Healthcare	Healthcare	57%	52%
Haworth Collections & Healthcare	Harbor Work Lounge <sup>TM</sup>	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%
	1	1	
Accessories & Technology	Locks	71%	66%
Accessories & Technology	Technology Products	55%	50%
La googgomag Xr Loohnoloovi	Ergotron Accessories	48%	43%
Accessories & Technology	<u> </u>	4007	2.507
Accessories & Technology Accessories & Technology	DataThing Jump Stuff	40% 41%	35% 36%

### HAWORTH - CONTRACT 2020000606-2 EXHIBIT A.3 - PRICING SHEET

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 OTHER ADDITIONAL SERVICES A	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
•	\$18 - \$28
Asset Management	\$18 - \$28

3. FIXED MONTHLY RATE FOR STORAGE OPTIONS:						
STANDARD FIXED MONTHLY RATE	MONTHLY RATE / FT <sup>2</sup>	MONTHLY RATE / FT³				
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)

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(les) 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 andorsements

PRODUCER Aon Risk Services Central In		CONTACT NAME:					
wand Rapids Mi office 50 Louis Street NW Suite 200 Grand Rapids MI 49503 USA	= 1	PHONE (AC. No. Ext): (866) 283-7122	3-7122 FAX (800) 363-0105				
		E-MAIL ADDRESS					
		MSURER(S) AFFORDING	COVERAGE	MAIC#			
INSURED Haworth International, 172., Haworth, Inc. & Subsidiaries; Thought Stream LLC One Haworth Center Holland MI 49423-9576 USA	<del></del>	INSURER A: ACE American Insura	ance Company	22667			
		INSURER B: ACE Fire underwriters Insurance Co.					
		INSURER C: ACE Property & Casu	ualty Insurance Co.	20699			
		INSURER D:					
		INSURER E:					
		INSURER F:					
COVERAGES	CERTIFICATE NUMBER: 57008481	0786 REVIS	ON 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.

SA [R		ADDI INSI	SUBF		POLICY EFF	POLICY EXP	LIMITS	wn are as requested
A	X COMMERCIAL GENERAL LIABILITY	Y	10	XSLG7145163A	11/01/2020	111/01/2021	EACH OCCURRENCE	\$1,000,000
	CLAIMS-MADE X OCCUR		1	SIR applies per policy te	ns & condi	tions	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
i	X Vendors Endorsement					İ	MED EXP (Any one person)	\$10,000
	X \$500,000 SIR						PERSONAL & ADV INJURY	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE	\$2,000,000
	POLICY X PRO- X LOC						PRODUCTS - COMP/OP AGG	\$2,000,000
_	OTHER:							
	AUTOMOBILE LIABILITY			ISA H25309157	11/01/2020	11/01/2021	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
ĺ	X ANYAUTO						BODILY INJURY ( Per person)	
ı	OWNED SCHEDULED AUTOS					1	BODILY INJURY (Per accident)	· ·
	AUTOS ONLY HIRED AUTOS ONLY X Phys Drage Selt Iraq						PROPERTY DAMAGE (Per accident)	
+	X UMBRELLA LIAB X OCCUR		_	XEUG71199721003	11/01/2020	11/01/2021	EACH OCCURRENCE	\$10,000,000
ŀ	EXCESS LIAS CLAIMS-MADE					,,		
ŀ	DED X RETENTION \$25,000						AGGREGATE	\$10,000,000
+	WORKERS COMPENSATION AND			WLRC67455654	11/01/2020	11/01/2021	V PER STATUTE OTH-	
1	ANY PROPRIETOR / PARTNER / EXECUTIVE Y / N			WCUC67455733	11/01/2020	11/01/2021	^ len	
١	OFFICER/MEMBER EXCLUDED?	N/A		SIR applies per policy ter		rions j	E.L. EACH ACCIDENT	\$1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			SCFC67455691	11/01/2020	' ' '	E.L. DISEASE-EA EMPLOYEE	\$1,000,000
+	DESCRIPTION OF OPERATIONS below						E.L. DISEASE-POLICY LIMIT	\$1,000,000
: 1	RIPTION OF OPERATIONS / LOCATIONS / VEHICL Contract No. 2020000606-2 . The isions of the General Liability	Cit	v af	Charlotte is included as A	attached if more	space is require Insured in	d) accordance with the p	D BEFORE THE ANCE WITH THE
R	TIFICATE HOLDER			CANCELLA	TION			
				SHOULD A EXPIRATION POLICY PR	N DATE THERE	BOVE DESCRIE OF, NOTICE WIL	ED POLICIES BE CANCELLEI L BE DELIVERED IN ACCORD.	D BEFORE THE ANCE WITH THE
	City of Charlotte 600 East Fourth Street, 8th	Flon	r	AUTHORIZED R	EPRESENTATIVE		<u> </u>	
	Charlotte NC 28202 USA		-					
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#### CANCELLATION