

**STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG**

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

**THIS FIFTH AMENDMENT TO THE AGREEMENT TO PROVIDE FURNITURE, INSTALLATION, AND RELATED PRODUCTS AND SERVICES** (this "Fifth Amendment") is made and entered into this 1st of January 2022, by and between Teknion LLC, a limited liability company 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 for the City of Charlotte.
- B. The parties amended the Contract to incorporate changes to the Delivery and Force Majeure clauses.
- C. The parties amended the Contract to incorporate adjustments to the pricing sheet.
- D. The parties amended the Contract to incorporate changes to the Delivery and Force Majeure clauses.
- E. The parties amended the Contract to incorporate the modified list of public agencies eligible to register with OMNIA Partners and access the Contract.
- F. The parties amended the Contract to incorporate changes to the Domestic (U.S.) Procurement Preference clause.
- G. The parties now desire to amend the Contract to add and delete Products, make adjustments to the List Price Catalogs, 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 Fifth Amendment by reference.
- 2. Defined terms used in this Fifth 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 and deletion of product lines and price adjustments in the September 27, 2021 verifiable manufacturer's list price catalogs which are attached hereto as Exhibit A.3.
- 4. Section 27 of the Contract ("Required By City Ordinance: Commercial Non-Discrimination") is hereby replaced in its entirety as provided below:

**REQUIRED BY CITY ORDINANCE: COMMERCIAL NON-DISCRIMINATION.** Teknion LLC agrees to comply with the Non-Discrimination Policy set forth in Chapter 2, Article V of the Charlotte City Code, which is available for review at <http://library.municode.com/index.aspx?clientId=19970>


and incorporated herein by reference. Teknion LLC consents to be bound by the award of any arbitration conducted thereunder.”

5. 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.
6. 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 Fifth Amendment to be executed as of the date first written above.

TEKNION LLC

BY:   
(signature)

PRINT NAME: Jeffrey M. Kraus

TITLE: Vice President, Operations

DATE: 11/22/2021

CITY OF CHARLOTTE:  
CITY MANAGER'S OFFICE

BY: \_\_\_\_\_  
(signature)

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_



**Digital Contract Routing Form  
Non-Encumbered**

Date Submitted: January 03, 2022

Submitted by: Genetta N. Carothers

Submitter email: [genetta.carothers@charlottenc.gov](mailto:genetta.carothers@charlottenc.gov)

Contract #: 2020000610

Amendment #: 5

Contract Name: Citywide Furniture (City Dist. Stephens Office Systems)

Vendor Legal Name: Teknion LLC

Vendor #: 308714

**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