

RETROACTIVE AMENDMENT NO. 1 TO SERVICE AGREEMENT

This Amendment No. 1 to Service Agreement ("Amendment No. 1") is dated April 9, 2024 and is between CORE Business Interiors, a California corporation ("Contractor"), and the County of Fresno, a political subdivision of the State of California ("County").

Recitals

7 A. On August 9, 2022, the County and the Contractor entered into County agreement
8 number 22-347 (“Agreement”) with CORE Business Interiors for modular furniture systems and
9 installation services for a base term of three (3) years, with the option to extend for two (2)
10 additional consecutive twelve-month periods, upon written approval of both parties no later than
11 thirty (30) days prior to the first of the next twelve-month extension period.

12 B. Following the approval and execution of the Agreement by the Board of Supervisors
13 (Board), the County realized that the incorrect version of Attachment A was attached to the
14 version of the Agreement that was approved by the Board.

15 C. The County and the Contractor now desire to amend the Agreement to correct this error
16 and replace Attachment A with the correct pricing, which shall be effective retroactive to August
17 22, 2022.

The parties therefore agree as follows:

19 1. This Amendment No. 1 is retroactive to the effective date of the Agreement, August 22,
20 2022.

21 2. Attachment A, Attachment B, and Exhibit C of the Agreement are deleted in their entirety
22 and replaced with the attached Revised Attachment A, Revised Attachment B, and Revised
23 Attachment C.

24 3. County and Contractor agree that Contractor shall not seek reimbursement from County
25 for any paid invoices reflecting lower pricing than is listed in Revised Exhibit A.

26 4. When both parties have signed this Amendment No. 1, the Agreement, and this
27 Amendment No. 1 together constitute the Agreement.

28 5. The Contractor represents and warrants to the County that:

1 a. The Contractor is duly authorized and empowered to sign and perform its obligations
2 under this Amendment No. 1.

3 b. The individual signing this Amendment No. 1 on behalf of the Contractor is duly
4 authorized to do so and his or her signature on this Amendment No. 1 legally binds
5 the Contractor to the terms of this Amendment No. 1.

6 6. This Amendment No. 1 may be signed in counterparts, each of which is an original, and
7 all of which together constitute this Amendment No. 1.

8 7. **Electronic Signatures.** The parties agree that this Amendment No. 1 may be executed
9 by electronic signature as provided in this section.

10 A. An “electronic signature” means any symbol or process intended by an individual
11 signing this Amendment No. 1 to represent their signature, including but not limited
12 to (1) a digital signature; (2) a faxed version of an original handwritten signature; or
13 (3) an electronically scanned and transmitted (for example by PDF document) of a
14 handwritten signature.

15 B. Each electronic signature affixed or attached to this Amendment No. 1 (1) is
16 deemed equivalent to a valid original handwritten signature of the person signing
17 this Amendment No. 1 for all purposes, including but not limited to evidentiary proof
18 in any administrative or judicial proceeding, and (2) has the same force and effect
19 as the valid original handwritten signature of that person.

21 C. The provisions of this section satisfy the requirements of Civil Code section 1633.5,
22 subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,
23 Part 2, Title 2.5, beginning with section 1633.1).

24 D. Each party using a digital signature represents that it has undertaken and satisfied
25 the requirements of Government Code section 16.5, subdivision (a), paragraphs (1)
26 through (5), and agrees that each other party may rely upon that representation.

E. This Amendment No. 1 is not conditioned upon the parties conducting the transactions under it by electronic means and either party may sign this Amendment No. 1 with an original handwritten signature.

8. The Agreement as amended by this Amendment No. 1 is ratified and continued. All provisions of the Agreement and not amended by this Amendment No. 1 remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

1 The parties are signing this Amendment No. 1 on the date stated in the introductory
2 clause.

3 CORE Business Interiors

4 *Andrea Benson*
5 Andrea Benson, President

6 7761 N Ingram # 109
7 Fresno, CA 93711

8 COUNTY OF FRESNO



9 Nathan Magsig, Chairman of the Board of
10 Supervisors of the County of Fresno

11 **Attest:**

12 Bernice E. Seidel
13 Clerk of the Board of Supervisors
14 County of Fresno, State of California

15 By: *Haname*
16 Deputy

17 For accounting use only:

18 Org No.: VARIOUS
19 Account No.: VARIOUS
20 Fund No.: VARIOUS
21 Subclass No.: VARIOUS

22
23
24
25
26
27
28

Revised Attachment A

CORE Service Matrix

Prevailing Wage Installation Rate: All Haworth Certified labor, equipment, tools, training, trucks, insurance, and removal of all trash as necessary to complete the project. (Sales tax is applicable to the installation of new modular furniture)

Prevailing Wage Installation Rate: (M-F 8:00AM-5:00PM)	\$113.00 per man hour
Prevailing Wage Installation Rate: (After hours, weekends, evenings)	\$159.00 per man hour
Prevailing Wage Installation Rate: (Double time as required by law)	\$202.00 per man hour

Reconfiguration: Requirements as stated above as necessary for reconfiguration, including the tear down, removal and reinstallation of existing furniture in either the same or new location. This service may or may not be provided in conjunction with the purchase of new modular furniture. Labor Rates are the same as stated above.

Space Planning Fee: (Time spent to inventory, meet with client and draw plans) \$90.00 per man hr

Install Drawings and Specifications Fee: (Time spent to complete install plan package)

\$90.00 per man hr

Space Planning Fee: (Actual time spent on preliminary planning for project that is cancelled.)

\$90.00 per man hr

Project Management Fee: (Site coordination, contractor meetings, field verification etc.)

\$90.00 per man hr

Modular Walls Fee: (Project Management; Coordination with Contractors, project meetings and

Revised Attachment A

1 development of permit drawing sets.) \$90.00 per man hr

2

3 *Charges for Seismic ties, Engineering calculations and/or permits will be added as needed, as designated
4 by the modular furniture manufacturer, on a per project basis.

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

Revised Attachment A

Fresno County | Haworth Discounts – Modular Furniture

	Systems	Fresno County Discount (through April 2023)	OMNIA
HAW	UniGroup Systems, UniGroup Tables	74%	71%
HAW	UniGroup Systems, UniGroup Tables	74%	71%
HAW	UniGroup Too Panels	74%	71%
HAW, HAN, HHO, HHK	Systems Adaptable Components	78.50%	71.00%
HAW	Places Systems, Places Tables	73%	71%
HAI	if Systems	70%	68%
HHK,HHO,HHN	Compose	84.50%	68.00%
HAN	Premise Systems, Premise Tables, Moxie	74%	68%
Seating Products			
HSV	Very Task	51%	51%
HSV	Very Seating	57%	55%
HZY	Zody	57%	55%
HAS	Cassis, Candor,	55%	55%
HAS	Lively	60%	60%
HAS	Hello, ToDo, Harbor Work Lounge, Openest, Galerie, etc.	55%	50%
HMA	Maari	54%	54%
HAS	Fern Seating	50%	50%
Steel Storage Products			
HAF	X Series Peds	72%	72%
HAF	X Series Files/Casegoods	68%	63%
HAF	V Series Files/Peds	63%	63%
HAF	Beside Desking/Storage	63%	63%
HAF	A Series Storage	53%	53%
Wood Products			
HHW	Masters	53%	53%
Technology and Tables			
HAK	Hop, Jump, Jive, and Swivel	50%	50%
Modular Walls			
ENC	Enclose	55%	55%
Desking and Benching			
RSD	Patterns, Reside Desking	53%	53%
HAW	Intuity, Active Components	53%	53%
Other Products			
	JumpStuff / BoogieBoard / Belong	41%	41%
HHC	Haworth Collection	15%	15%
BUS	Haworth Buzzi Space	35%	35%
HPF	Poltrona Frau	15%	15%
JEC	Haworth Janus	15%	15%
HHC	Haworth Healthcare	57%	57%

Revised Attachment A

Fresno County | Pricing

Ergonomic – Task Chairs

	Item Description	Model #	Unit	Unit Price
1.	HAWORTH - Very Task	SCT-20-4145	ea	\$610.00
2.	Haworth Fern Task Chair	SFT-U0-4S01A5	ea	\$799.00
3.	Sitmatic Super Alpha High Back	173SX SS + 1A	ea	\$850.00
4.	Global Granada Deluxe Mid Back Task Chair	1171-3	ea	\$500.00
5.	Humanscale Different World	W11	ea	\$800.00
6.	Global Obusforme Comfort XL	1251-3	ea	\$850.00
7.	Sit On It Amplify Large & Tall	2723Y.LT.A153.81	ea	\$615.00
8.	Via Genie Flex	441-74C-39A	ea	\$582.00

Executive Seating

	Item Description	Model #	Unit	Unit Price
1.	Haworth Fern Faux Leather	SFE-UU-7S14A2	ea	\$1227.00
2.	Haworth Fern Leather	SFE-UU-7S14F2	ea	\$1542.00

Guest Seating

	Item Description	Model #	Unit	Unit Price
1.	Global guest chair With Arms	6900	ea	\$280.00
2.	Stack Chair Polymer Seat and Back 7/16" Steel Rod Frame	Global Duet 6621	ea	\$150.00

Revised Attachment A

1 Ergonomic Products

2	3 Item Description	4 Model #	5 Unit	6 Unit Price
7	8 1. Clip Mouse Keyboard Tray 9 3 dimension mousing 10 position adjust Height, 11 Depth, lateral and tilt 12 adjustability Humanscale.	13 6G90090G22	14 ea	15 \$275.00
16	17 2. Clip Mouse Keyboard Tray	18 6G 500	19 ea	20 \$269.00
21	22 3. Small corner sleeve 16" 23 diameter fits desks 1"-1 1/2" 24 thick. Humanscale.	25 DE200	26 ea	27 \$70.00
28	29 4. Clip Mouse pad	30 CMPGEL18	31 ea	32 \$60.00
33	34 5. Foot Machine	35 FR300	36 ea	37 \$95.00
38	39 6. MFlex Single Monitor Arm 40 Silver with gray trim 1 41 Monitor	42 X2A	43 ea	44 \$515.00
45	46 7. MFlex Single Monitor Arm 47 Silver with gray trim 2 48 Monitor	49 X2B	50	51 \$635.00
52	53 8. Quick Stand ECO 54 Dual Monitor	55 QSEBD	56 ea	57 \$520.00
58	59 9. Fellowes Lotus Sit to Stand 60 Workstation	61 LOTUS	62 ea	63 \$625.00

19 Stocked Items (3-7 days) **Limited Quantities Available

20	21 Item Description	22 Model #	23 Unit	24 Unit Price
25	26 1. Haworth Very Task Chair 27 Standard Black Fabric and 28 Mesh ONLY	29 SCT-20-4145-QS	30 EA	31 \$660.00
32	33 2. Haworth Fern Task Chair	34 SFT-U0-4S01A5-QS	35 EA	36 \$859.00

Revised Attachment A

1 Hourly Rates

2 In cases where labor for "Ready to Assemble" furniture exceptions may be made:

3 \$60.00 per hour

4 This does not include prevailing wage. An additional charge of \$48.00 per hour will apply when
product and labor is over \$1,000.00.

5 Discount Matrix on additional items

6 MANUFACTURER DISCOUNT MATRIX	
7 9 to 5	50% off
8 AIS	40% off
9 Egan	35% off
10 Ergotron	40% off
11 ESI	50% off
12 Essendant	30% off
13 Fomcore	45% off
14 Formspace	30%off
15 Friant	25% off
16 Global	50% off
17 Haworth	45% off
18 Haworth-Janus et Cie	25% off
19 Humanscale (monitor arms, CPU holders, keyboards, seating, quick stands, float tables)	35% off
20 Indiana Furniture	45% off
21 Intensa	30%off
22 IOA	30%off
23 JSI	40% off
24 Jonti-Craft	20% off
25 Loftwall	30% off
26 Mayline	40% off
27 MooreCo	35% off
28 Safco	35% off
29 Sit On It (Ideon and Symmetry)	48% off
30 Sitmatic	45% off
31 Space Saver	20% off
32 Stance Healthcare	35% off
33 Watson	35% off
34 Watson Dispatch	List
35 Z-Blinds	Special pricing per project

Revised Attachment B

Internal Services Department – Purchasing **CORE Requisition (PD-CORE)** **For orders over \$5,000** Contract #: A-22-XXX



[✉ Email Me]
Double click!

Submit authorized PD-CORE and CORE QUOTE to
PurchasingRequisitions@FresnoCountyCA.gov

Required Information				
Requisition Number	PeopleSoft Dept. Name		Dept Contact	Contact Phone
Ship-To Location (Code)	Billing Location (Code)	Vendor Name CORE BUSINESS INTERIORS	Vendor Address 7761 N. INGRAM, SUITE 109 FRESNO, CA 93711	
PS Vendor/Supplier Number 0000266347	Vendor Email WendiH@coreinteriors.com AndreaB@coreinteriors.com			
Account	Fund	Org	Program	Subclass

Line	Description	Quantity	UOM	Total Price
1.		1	LOT	
2.				
3.				

Special Instructions / Comments

Department Approval
<input type="text" value="Department Head / Authorized Signer"/> [✉ Sign] Double click!

Verification of Remaining Allocated Funds
<input type="text" value="ISD-Purchasing Authorized Signer"/> [✉ Sign] Double click!

Revised Attachment C

Self-Dealing Transaction Disclosure Form

In order to conduct business with the County of Fresno (“County”), members of a contractor’s board of directors (“County Contractor”), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

“A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest.”

The definition above will be used for purposes of completing this disclosure form.

Instructions

- (1) Enter board member’s name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member’s company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation’s transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.

The form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

Revised Attachment C

(1) Company Board Member Information:			
Name:		Date:	
Job Title:			
(2) Company/Agency Name and Address:			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to)			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code § 5233 (a)			
(5) Authorized Signature			
Signature:		Date:	