

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

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

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

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

The parties therefore agree as follows:

1. This Amendment No. 1 is retroactive to the effective date of the Agreement, August 22, 2022.
2. Attachment A, Attachment B, and Exhibit C of the Agreement are deleted in their entirety and replaced with the attached Revised Attachment A, Revised Attachment B, and Revised Attachment C.
3. County and Contractor agree that Contractor shall not seek reimbursement from County for any paid invoices reflecting lower pricing than is listed in Revised Exhibit A.
4. When both parties have signed this Amendment No. 1, the Agreement, and this Amendment No. 1 together constitute the Agreement.
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.
- 20 C. The provisions of this section satisfy the requirements of Civil Code section 1633.5,
21 subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,
22 Part 2, Title 2.5, beginning with section 1633.1).
- 23 D. Each party using a digital signature represents that it has undertaken and satisfied
24 the requirements of Government Code section 16.5, subdivision (a), paragraphs (1)
25 through (5), and agrees that each other party may rely upon that representation.
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1 E. This Amendment No. 1 is not conditioned upon the parties conducting the
2 transactions under it by electronic means and either party may sign this Amendment
3 No. 1 with an original handwritten signature.

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

7 [SIGNATURE PAGE FOLLOWS]
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1 The parties are signing this Amendment No. 1 on the date stated in the introductory
2 clause.

3 CORE Business Interiors

COUNTY OF FRESNO

4
5 Andrea Benson

6 Andrea Benson, President

7 7761 N Ingram # 109
8 Fresno, CA 93711



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

Attest:

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

10
11 By: Hanan M
Deputy

12 For accounting use only:

13 Org No.: VARIOUS
14 Account No.: VARIOUS
15 Fund No.: VARIOUS
16 Subclass No.: VARIOUS
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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

development of permit drawing sets.)

\$90.00 per man hr

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

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 Buzzzi 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

Ergonomic Products

	Item Description	Model #	Unit	Unit Price
1.	Clip Mouse Keyboard Tray 3 dimension mousing position adjust Height, Depth, lateral and tilt adjustability Humanscale.	6G90090G22	ea	\$275.00
2.	Clip Mouse Keyboard Tray	6G 500	ea	\$269.00
3.	Small corner sleeve 16" diameter fits desks 1"-1 ½" thick. Humanscale.	DE200	ea	\$70.00
4.	Clip Mouse pad	CMPGEL18	ea	\$60.00
5.	Foot Machine	FR300	ea	\$95.00
6.	MFlex Single Monitor Arm Silver with gray trim 1 Monitor	X2A	ea	\$515.00
7.	MFlex Single Monitor Arm Silver with gray trim 2 Monitor	X2B		\$635.00
8.	Quick Stand ECO Dual Monitor	QSEBD	ea	\$520.00
9.	Fellowes Lotus Sit to Stand Workstation	LOTUS	ea	\$625.00

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

	Item Description	Model #	Unit	Unit Price
1.	Haworth Very Task Chair Standard Black Fabric and Mesh ONLY	SCT-20-4145-QS	EA	\$660.00
2.	Haworth Fern Task Chair	SFT-U0-4S01A5-QS	EA	\$859.00

Revised Attachment A

Hourly Rates

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

\$60.00 per hour

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.

Discount Matrix on additional items

MANUFACTURER DISCOUNT MATRIX	
9 to 5	50% off
AIS	40% off
Egan	35% off
Ergotron	40% off
ESI	50% off
Essendant	30% off
Fomcore	45% off
Formspace	30%off
Friant	25% off
Global	50% off
Haworth	45% off
Haworth-Janus et Cie	25% off
Humanscale (monitor arms, CPU holders, keyboards, seating, quick stands, float tables)	35% off
Indiana Furniture	45% off
Intensa	30%off
IOA	30%off
JSI	40% off
Jonti-Craft	20% off
Loftwall	30% off
Mayline	40% off
MooreCo	35% off
Safco	35% off
Sit On It (Ideon and Symmetry)	48% off
Sitmatic	45% off
Space Saver	20% off
Stance Healthcare	35% off
Watson	35% off
Watson Dispatch	List
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 <u>WendiH@coreinteriors.com</u> <u>AndreaB@coreinteriors.com</u>			
Account	Fund	Org	Program	Subclass

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

Special Instructions / Comments

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Department Approval

<div>_____</div> <div>Department Head / Authorized Signer</div>	<div>[X] Sign</div> <div>Double click!</div>
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Verification of Remaining Allocated Funds

<div>_____</div> <div>ISD-Purchasing Authorized Signer</div>	<div>[X] Sign</div> <div>Double click!</div>
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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:	