

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND One Workplace L. Ferrari, LLC.

This Agreement is entered into this day _____, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and One Workplace L. Ferrari, LLC., hereinafter called "Contractor."

* * *

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purchase of furniture, fixtures, equipment, and related services for the South San Francisco North County Wellness Center numbered floor managed by the Human Services Agency.

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A—Services

Exhibit B—Payments and Rates

Appendix 1 -Furniture Budget dated 01/20/2026

2. Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed **ONE MILLION SIX HUNDRED NINETY-TWO THOUSAND TWO HUNDRED FIFTY-EIGHT DOLLARS** (\$1,692,258). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from May 5, 2026 through December 04, 2027.

5. Termination

This Agreement may be terminated by Contractor or by the Director or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

6. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

7. Relationship to Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

8. Hold Harmless

a. General Hold Harmless

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this

Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

- (A) injuries to or death of any person, including Contractor or its employees/officers/agents;
- (B) damage to any property of any kind whatsoever and to whomsoever belonging;
- (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or
- (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

9. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

10. Insurance

10.1. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

10.2. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance

in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

10.3. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

- (a) Comprehensive General Liability..... \$1,000,000 ,
- (b) Motor Vehicle Liability Insurance..... \$1,000,000 ,
- (c) Professional Liability..... \$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

11. **Compliance With Laws**

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, regulations, and executive orders, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance, as well as any required economic or other sanctions imposed by the United States government or under state law in effect during the term of the Agreement. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law, regulation, or executive order, the

requirements of the applicable law, regulation, or executive order will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

12. Levine Act Compliance

The Contractor certifies and warrants that Contractor has fully complied, and will remain in full compliance, with all applicable requirements of the Levine Act in connection with this Agreement, including making any required disclosures of campaign contributions to County Officers, which includes but may not be limited to elected County Officers. Elected County Officers include members of the San Mateo County Board of Supervisors, as well as the Assessor-County Clerk-Recorder, Controller, Coroner, District Attorney, Sheriff, and Tax Collector-Treasurer. Any campaign contribution required to be disclosed under the Levine Act in connection with this Agreement shall be disclosed on the disclosure form provided by the County of San Mateo Levine Act Disclosure Form, a copy of which is available from the County upon request.

13. Non-Discrimination and Other Requirements

13.1. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

13.2. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

13.3. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

13.4. Compliance with County's Equal Benefits Ordinance

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

13.5. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

13.6. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

13.7. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Executive Officer the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Executive Officer, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Executive Officer.

To effectuate the provisions of this Section, the County Executive Officer shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

13.8. Compliance with Living Wage Ordinance

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

14. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply unless this Agreement's total value listed in the Section titled "Payments", exceeds two-hundred thousand dollars (\$200,000); Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value exceeds that threshold amount.

15. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

16. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and

correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

17. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

18. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: Job Tamanaha/Facilities Manager
Address: 40 Tower Road, San Mateo, CA, 94002
Telephone: (650) 222-1080
Email: jtamanaha@smcgov.org

In the case of Contractor, to:

Name/Title: Sarah Laffoday/Account Manager
Address: 2500 De La Cruz Santa Clara, CA 95050
Telephone: 408-818-0116
Email: slaffoday@oneworkplace.com

19. Electronic Signature

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

20. Prevailing Wage

When applicable, Contractor hereby agrees to pay not less than prevailing rates of wages and be responsible for compliance with all the provisions of the California Labor Code, Article 2- Wages, Chapter 1, Part 7, Division 2, Section 1770 et seq. A copy of the prevailing wage scale established by the Department of Industrial Relations is on file in the office of the Director of Public Works, and available at www.dir.ca.gov/DLSR or by phone at 415-703-4774. California Labor Code Section 1776(a) requires each contractor and subcontractor keep accurate payroll records of trades workers on all public works projects and to submit copies of certified payroll records upon request.

Additionally,

- No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations

21. Rehabilitation Act of 1973

Refer to the attachment required to be completed by the Contractor.

SIGNATURE PAGE TO FOLLOW

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: One Workplace L. Ferrari, LLC.

Contractor Signature

Date

Contractor Name (please print)

COUNTY OF SAN MATEO

Claire Cunningham, Agency Director
Human Services Agency

Date:

Exhibit A – Services

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following goods and services.

1. Furniture

Contractor will provide furniture for each furniture category as described below

Furniture Category

Workstations	Miscellaneous Storage area
Director's office	Conference rooms
Manager's office	Lecture room
Supervisor's offices	Resource center
Breakroom	Family rooms
Training room	Interview room
Lactation room	Observation room
Interview spaces	Waiting area/lobby
Children's waiting/rest area	Reception spaces

2. Quote

- a. Product description, dimensions, and product quantities are included in corresponding Appendix.

3. Labor Services

Receive at A1 Modular Warehouse, deliver, and install on regular time -Union Prevailing Wage – Single phase of work with dedicated use of elevators. Includes all seating and return trips to A-1 Modular.

- a. A-1 Modular, Inc.
2375 Davis St.
San Leandro, CA 94577

4. Project Management

Project Management Services to Plan, Coordinate & Manage this furniture order and installation. Working with HSA and its related contractors to create delivery and install schedule and execute accordingly. Scope includes all furniture items listed in this document and County approved quotes.

5. Design Services

Design Services to Collaborate and meet with HSA and its related contractors to create technical layout of the space, leading to line-by-line items pricing, design audit of required parts, site verification once construction (removal of existing walls) is completed to confirm all critical dimensions and make plan and quote changes if there are any critical discrepancies from the CAD layout and actual. Provide detailed installation drawings. Scope includes all furniture items listed in this document and in quote response.

6. Modifications/ Additions

The County shall have the option to adjust, modify or add related services to meet its project/program goals as agreed upon by both parties and adjust costs accordingly as long as it does not exceed the total agreement obligation.

7. Warranties

a. Steelcase Limited Lifetime Consumer Warranty

PAGE 1 of 2
 Effective 10/15/2018
 Updated 11/29/2021

STEELCASE LIMITED LIFETIME CONSUMER WARRANTY

For Americas

YOU CAN DEPEND ON US. OUR PRODUCTS. OUR SERVICES. OUR PEOPLE.

Steelcase Inc. ("Steelcase") warrants that Steelcase®, Coalesse®, and Turnstone® brand products (collectively, "Steelcase Branded Products") are free from defects in materials and workmanship for the life of the product, except as set forth below. This warranty applies to Steelcase Branded Products delivered in Americas: United States, Canada, Mexico, Latin America and the Caribbean. The warranty is valid from the date of delivery, regardless of shift usage to the original End User and is non-transferable. Steelcase will repair or replace with comparable product, at its option and free of charge (for materials and components) any product, part or component which fails under normal use. If repair or replacement is not commercially practicable, Steelcase will provide a refund or credit for the affected product. End User means the final purchaser acquiring a product from Steelcase or a Steelcase Authorized Reseller for the purchaser's own use and not for resale, remarketing or distribution.

EXCEPTIONS TO THE LIFETIME COVERAGE

SYSTEMS, STORAGE, DESKS, TABLES AND BENCHING 12 years Airtouch®, Bliv®, Migration SE, Ology™ and Solo height adjustable mechanisms and electronics, Flex board clips, mechanisms, lighting fixtures, Convey™ door hinges, drawer slides, casters and adjustable brackets, Coalesse steel legs, steel bases, and door hinges. 5 years Height adjustable mechanisms and electronics, LED lighting components, Coalesse occasional table frames 3 years Campfire™ footrest, Coalesse Free Stand mechanism and tablet, Coalesse SW_1® table tablet including slide mechanism. 1 year Separation Screens, T5 Series Storage Electronic Lock SEATING 12 years Mechanisms, lumbar mechanisms, headrests, coat hanger, pneumatic cylinders, arm caps, foam, casters and glides, Max-Stacker® III, lounge power modules, wood frame side chairs, tablet arms, Node™ and Shortcut® personal worksurface, Coalesse lounge wood, bent-ply or steel frames 5 years Turnstone Simple Seating, Coalesse stacking chairs and dollies. 3 years Coalesse exposed wood frames and wood legs, SW_1 lounge tablet BOARDS AND EASELS 12 years Verb™ teaching lectern and plastic components 5 years Premium tackboards and whiteboards 3 years Flex, Groupwork®, Bliv® and Pivot markerboards, Clipper™ 1 years Huddleboard™	WORKTOOLS 12 years Keyboard mechanisms, flat panel monitor arms, lighting fixtures, cable management products 5 years Articulating and adjustable arms, lighting power supplies, ballasts and LED lighting components; launch pad power components, Active Lift Riser 3 years Personal caddy pad, palm rests, LED Intro light fixture, components and power supply. Electrical desktop, rail mounted or under worksurface power that houses power and/or data and/or USB, Flex Dock. 1 year Steelcase Flex Mobile Power SURFACES 12 years Laminate, wood veneer and solid surface, all standard textiles except as listed below. 5 years Bo Peep, Brisa, Cogent: Geode Vertical, Curanet™, Gaja - C2C Cradle to Cradle™, Jacks, Link™, Nitelights, Redeem, Remix, Retrieve; Silk, Sprite, Spyder, Steelcut Trio, glass surfaces, architectural glass, paint colorfastness, Steelcase Health wood finish, Surround Sleep surface fabric, Ascent, Sheer. 3 years Steelcase Health rigid thermoform casegoods, overbed table tops and tablets, vinyl wrapped surfaces, clear or frosted acrylic, Coalesse glass, granite, Corian®, Fusion top surfaces, Box™ projection mesh screen, translucent corner table screen and side table top; Coalesse SW_1 and Lagunitas knit, Hexa, LessThanFive® carbon fiber chair, Universal Hard Surface Screens (fluted and solid)
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STEELCASE LIMITED LIFETIME WARRANTY FOR AMERICAS

WARRANTY DOES NOT APPLY TO PRODUCT DEFECTS, DAMAGE, OR LOSS RESULTING FROM:

- Normal wear and tear.
- Failure to apply, install, reconfigure, or maintain products according to published Steelcase or manufacturer instructions and guidelines.
- Abuse, misuse, or accident (including, without limitation, use of product in unsuitable environments or conditions).
- Alteration or modification of the product.
- The substitution of any unauthorized non-Steelcase components for use in the place of Steelcase components in an integrated product solution, including but not limited to work surfaces, leg supports, panels, brackets, shelves, overhead bins and other integral components.

WARRANTY DOES NOT COVER:

- Products considered by Steelcase to be consumables; (e.g., batteries, bulbs/lamps).
- Variations occurring in surface materials (e.g., colorfastness (except paint), matching grains, textures and colors across dissimilar substrates and lots), and natural aging found in materials such as wood and leather.
 - Planked Veneer intentional and natural variations that includes, but not limited to: character marks, grain pattern, color and natural color aging.
- Custom surfaces and fabrics are covered under supplier individual warranty and do not fall under Steelcase warranty including, but not limited to, quality, aging, colorfastness, shade variations, puddling, wrinkling or abrasions. Steelcase is not responsible for additional costs for replacement or labor.
- Products manufactured utilizing a non-standard product platform or material.
- Other manufacturers' products. Steelcase shall pass along any warranty it receives with respect to other manufacturers' branded products.

WARRANTY PROVIDES EXCLUSIVE REMEDIES:

- Pursuant to this limited warranty, if a product fails under ordinary use as a result of a defect in materials or workmanship, Steelcase will (i) repair or, at Steelcase's option, replace the affected product at no charge, with a new or refurbished product of comparable function, performance and quality or (ii) refund or credit of the purchase price for the affected product, at Steelcase's discretion, if Steelcase determines that repair or replacement is not commercially practicable or cannot be timely made.
- A product "defect" means an inadequacy in the materials or workmanship of the product that (i) existed at the time when you received the product from Steelcase or a Steelcase Authorized Reseller and (ii) causes a failure of the product to perform under ordinary use in accordance with the materials and documentation accompanying the product.
- An "ordinary use" means use of the product (i) in conformance with all applicable local, state or federal laws, codes and regulations (including without limitation building and/or electrical codes) and (ii) in accordance with manufacturer recommendations and/or instructions in the materials and documentation accompanying the product.
- A "Steelcase Authorized Reseller" means any dealer that (i) is duly authorized by Steelcase to sell the product, (ii) is legally permitted to conduct business in the jurisdiction where the product is sold, and (iii) sells the product new and in its original packaging, packaging.
- A "Consumer" means any individual client who acts for its own use and for purposes that are outside its trade, business, craft or profession.
- Replacement parts are covered for 2 years or the balance of the original warranty, whichever is longer.

STEELCASE RESERVES THE RIGHT TO REQUEST THAT THE DAMAGED PRODUCT BE RETURNED PRIOR TO GRANTING A REMEDY.

HOW DO YOU GET WARRANTY SERVICE WHEN THE PRODUCT IS PURCHASED THROUGH?

To facilitate warranty service, please keep your original proof of purchase. Contact Steelcase Store Customer Service by emailing customer@steelcase.com or calling 800.516.3454, Monday through Friday, 8 a.m. to 5 p.m. Eastern Time. We will either send you a replacement part for you to install or we will work with our local repair team to get your Product fixed.

Visit this website for a complete list of current store locations:
<http://www.steelcase.com/en/shop/shop-retail/pages/main.aspx>

Visit this website to see a complete listing of online locations:
<http://www.steelcase.com/en/shop/shop-online/pages/main.aspx>

HOW DOES STATE OR PROVINCIAL LAW APPLY?

- This warranty provides specific legal rights, and you may have other rights, which vary, from state to state and province to province.

THIS LIMITED CONSUMER WARRANTY IS THE SOLE REMEDY FOR PRODUCT DEFECT AND NO OTHER EXPRESS OR IMPLIED WARRANTY IS PROVIDED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. STEELCASE SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES.

Steelcase

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not included in the standard shipping charges and terms and conditions. In addition, Workrite cannot guarantee the services requested are available at the shipment destination. Requirements such as "Expedited Delivery", "Lift Gate Required", "Inside Delivery", "Specific Delivery Date and or Time", "Delivery Date Guarantee", "Call In Advance" when requested and available, will be charged to the customer order. "Special Shipping Instructions and Arrangements must be made in advance of order shipment upon submission of purchase order. Actual charges for these special services will be applied as "Pre-Paid and Added" at the actual cost to customer order invoice. All "Special Shipping Arrangements" may be quoted prior to customer order placement on request.

Shipments Outside the Continental US and Northern Canada

Shipments outside of the continental US and Canada such as Hawaii, Alaska, Puerto Rico, North West Territories, Nunavut, Yukon, Mexico, and foreign countries outside of North America will be shipped as "Prepaid and Add" actual shipping cost to the commercial order invoice. Any and all special handling fees, tariffs, taxes, or duties as a result of such shipment are the sole responsibility of the customer. All orders in this category must be pre-arranged and quoted prior to order. A freight quote may be requested prior to order placement by contacting customer service.

Will-Call Pick Up Service

For the convenience of local customers, we offer will-call local order pick up at either our Petaluma California or Toronto, Ontario, Canada facilities. Not all products are available for will-call based on source of supply and manufacturing. Please confirm with customer service product availability of your order and specific products for will-call local pick up. When will-call is specified freight charges will be waived accordingly. With the exception of holidays, our shipping docks are open for will-call pick up as follows:

Petaluma, California: Monday through Friday 7:00 a.m. – 3:00 p.m.

Toronto, Ontario, Canada: Monday through Friday 8:30 a.m. – 4:00 p.m.

Will-call must be specified at time of order placement. Will call cannot be used for 3rd party carrier pick up. Will call orders will be held for 5 days beyond the confirmed, scheduled pick up date, after which time they will be returned to stock and restocking fees will be applied and billed to the customer.

3rd Party Freight & Carrier of Choice

If a customer specifies a "Carrier of Choice" the freight terms must be converted to "3rd Party Freight and Billing". Use of 3rd Party Freight is at the buying customer's expense. Customers will be responsible for all payments of "3rd Party Freight" services including special fees etc. directly to the freight carriers contracted to ship the order.

Workrite will make all arrangements to ship 3rd Party on behalf of the customer, in order to do so, Workrite will require the following:

- Carriers Name, Contact Information & Phone Number, and Account Number

- 3rd Party billing information and detail including address, contract name, and phone number
- Destination Address, Contact Name, and Phone Number
- Method of shipment/special shipping instructions
 - Ground, Overnight, Lift Gate, Guaranteed Delivery, etc.

Re-Delivery & Re-Consignment

If a scheduled delivery must be re-delivered or re-consigned due to a missed appointment or change after the order has left Workrite's factory/dock, the customer will be charged for any and all fees as a result.

Shipment Damage Claims

All shipments must be carefully inspected by customer before acceptance, and the customer must record any damage or shortage noted at time of delivery, and provide this information to Workrite immediately along with photos of any damage. Workrite will arrange inspection by the carrier. If customer believes it has uncovered further damage after delivery they must take photos of the damage and immediately request inspection by the delivering carrier. Damaged freight must be kept at point of delivery in original packaging for inspection by carrier for a minimum of 15 days. Customer is responsible for seeking appropriate recourse against the carrier, which shall be customer's sole recourse for goods damaged in transit.

Concealed Damage

Concealed damage and concealed shortage must be notified within 10 calendar days from delivery date at the specified location to identify concealed damage not visible at time of delivery. Customer must notify carrier and Workrite within such 10-day period, and must retain the original packaging and product. If requested by either carrier or Workrite, customer must ship product back at Workrite's expense. If Workrite determines that damage was due to Workrite's error, Workrite's sole obligation is to replace product in timely fashion and ship to customer at Workrite's expense. If Workrite determines carrier is at fault, customer must seek recourse against carrier, which shall be customer's sole recourse. Customer waives right to place claim against Workrite if filed after 10 calendar days of receipt of shipment.

Shortage Claims

Customer has 15 calendar days after delivery and receipt of order at the specified location to file a claim against Workrite for product shortages or Workrite errors not obvious at the time of delivery. If Workrite determines a shortage or error was made by Workrite, Workrite's sole obligation is to fill the shortage or correct error and ship at Workrite's expense. Customer waives right to place claim against Workrite if filed after 15 calendar days of receipt of shipment.

Pricing/Order Entry Errors

Claims for pricing or order entry errors must be made no later than 20 days from receipt of invoice.

5-year Limited Warranty West Elm Work Collection

West Elm Work Collection Licensed Product Warranty covers the below products:

- West Elm Work Slope (licensed style numbers)
- West Elm Work Nimbus (all styles)
- West Elm Work Lily Pad Tables (all styles)
- West Elm Work Stump Side Table
- West Elm Work Maisie Side Table
- West Elm Work Linear C Table
- West Elm Work Mesa Coffee Table
- West Elm Work Nolan Side Table
- West Elm Work Linear Wood LED Task Light

West Elm warrants that West Elm Work Collection Licensed products are free from defects in materials and workmanship for a period of five (5) years. This warranty is valid from the date of delivery to the original End User and is non-transferable. West Elm will repair or replace with comparable product, at its option and free of charge (for materials and components) any product, part or component which fails under normal use. If repair or replacement is not commercially practicable, West Elm will provide a refund or credit for the affected product. End User means the final purchaser acquiring a West Elm Work Collection product from an AMQ | West Elm Authorized Dealer for the purchaser's own use and not for resale, remarketing or distribution.

Limited warranty for upholstery:

Fabrics and leathers are not guaranteed against wear, fading, or shrinking. Fabrics and leathers are warranted for one (1) year against defective material and workmanship under normal use.

Warranty does not apply to product defects, damage, failure or loss resulting from:

- Normal wear and tear.
- Failure to apply, install, assemble, handle, reconfigure, or maintain products according to published instructions and guidelines.
- Abuse, misuse, or accident (including, without limitation, use of product in unsuitable environments or conditions).
- Alteration or modification of the product.
- The substitution of any unauthorized non-AMQ | West Elm components for use in the place of AMQ | West Elm components in an integrated product solution.
- Extreme environmental conditions or improper storage.

WARRANTY DOES NOT COVER:

- Any West Elm retail product.
- Variations occurring in surface materials (e.g., colorfastness, matching grains, textures and colors across dissimilar substrates and lots), and natural aging found in materials such as wood and leather.
- Veneer, wood or marble intentional and natural variations that includes, but not limited to: character marks, grain pattern, color and natural color aging.



764 Walsh Avenue / Santa Clara, CA 95050 (877) 801-0370 amqsolutions.com

Exhibit B – Payments and Rates

In consideration of the goods and services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following prices, rates, and terms.

Contractor agrees to extend goods and services to County under the terms of the following contracts Steelcase Sourcewell #091423-STI and Workrite CMAS #4-17-71-0129B:

1. Furniture Quotes

Prior to placing any furniture order, the Contractor shall submit a written quote for County approval. The quote must itemize and confirm all furniture products and specifications. The Contractor shall ensure that all subsequent documentation—including amendments, quotes, invoices, and punch lists—fully aligns with and is reconcilable to the County-approved quote. Any discrepancies must be approved in writing by the County prior to fulfillment or payment.

2. Invoices:

- a) Contractor will invoice County based on the approved quote and established Milestone criteria shown in the table below for services shown in Exhibit A. County shall pay Contractor upon receipt and approval of invoices and supporting documents.
- b) Invoices shall be submitted electronically to HSA_Facilities_and_Records@smcgov.org. Invoices will include, at a minimum, the following information:
 - i) Agreement number
 - ii) Time period
 - iii) Item, deliverable, or activity

3. Payments

Contractor will submit milestone invoices with Net 30 terms, based on the following:

a) Milestone

Payment	Milestone	Criteria	Back-up Documentation	Percentage
1	Deposit	Final order has been reviewed and approved by County. Contractor places order with manufacturer.	Manufacturer order confirmation or Contractor self-certification	25%
2	Product Shipped	Contractor receives product shipment confirmation from manufacturer.	Contractor self-certification	25%
3	Substantial Completion	Substantial Completion, to be determined by County as “move-in” ready at time of invoicing.	Both parties agree in writing	25%

4	Punchlist completion	Punchlist completion	Final punch-list sign off	25%
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4. Additions and Modifications

Contractor may submit written quotes for additional furniture items or modifications to the items identified in the Appendices. Any such quotes must be reviewed and approved in writing by the County prior to the Contractor ordering, delivering, or installing the additional items. No additional items shall be ordered or provided without prior written authorization from the County's authorized representative.

Payment	Milestone	Criteria	Backup Documentation	Percentage
1	Contractor submits quote for approval, places order, receives order, delivers and installs	Quote has been reviewed and approved by County. Contractor places order with Suppliers, receives, delivers and installs order.	Approved quote and County Self – Certification* and Final sign off	100%

5. Furniture Storage

Contractor shall submit a written quote to the County identifying the proposed storage services, duration, and associated costs. Any storage costs must be reviewed and approved in writing by the County's authorized representative prior to the Contractor incurring such costs or placing items into extended storage.

I. Milestone	Description	Unit of Measure	Unit Price
Storage A-1 Modular	Full month of storage	Per Month	\$16,400

6. County will:

- a) Have the option to modify or add related services and adjust costs accordingly to meet its project goals/ phase needs, as agreed upon by both parties in writing as long as it does not exceed the total Agreement obligation. The cost to provide additional services will be determined at the time of request and pre-approved by both parties.
- b) County will provide language for self-certification at time of invoicing.