

STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG

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

**THIS FIRST AMENDMENT TO THE AGREEMENT TO PROVIDE FURNITURE, INSTALLATION, AND RELATED PRODUCTS AND SERVICES** (this "First Amendment") is made and entered into this 9th of April 2020, by and between Knoll, Inc., a Delaware 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 now desire to amend the Contract to add the Islands Collection product line and 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 First Amendment by reference.
2. Defined terms used in this First 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 hereto as Exhibit A.2.
4. Section 29 of the Contract ("Miscellaneous") is hereby replaced as follows:

29.6. FORCE MAJEURE.

29.6.1 The Company shall not be liable for any failure or delay in the performance of its obligations pursuant to the Contract, and such failure or delay shall not be deemed a default of the Contract or grounds for termination hereunder if all of the following conditions are satisfied: (i) if such failure or delay: (a) could not have been prevented by reasonable precaution, and (b) cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and (ii) if, and to the extent, such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, hurricane, public health emergencies, epidemics, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions or court order.

29.6.2 Upon the occurrence of an event which satisfies all of the conditions set forth above (a "Force majeure Event") the Company shall be excused from any further performance of those of its obligations pursuant to this Contract affected by the Force Majeure Event for as long as (i) such Force Majeure Event continues; and (ii) the Company continues to commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

29.6.3 Upon the occurrence of a Force Majeure Event, the Company shall promptly notify the City by telephone (to be confirmed by written notice within five (5) days of the inception of the failure or delay) of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents the Company from performing its obligations for more than five (5) days, the City may terminate this Contract.

29.6.4 Notwithstanding anything contained herein to the contrary, strikes, slow-downs, walkouts, and industrial disputes of the Company or its subcontractors shall not constitute "Force Majeure Events" and are not excused under this provision.

5. Exhibit C of the Contract ("Proposed Response Forms") is hereby replaced as follows:

**REQUIRED FORM 4 – DELIVERY AND WARRANTY**

Delivery: Knoll's product lead time is impacted by a number of influencers such as order volume, plant capacity and raw material availability. As a result, product lead time will fluctuate throughout the life of the contract. Please note incoming customer orders will be assigned the lead time in effect at the time of order placement. Knoll is guaranteeing product will ship within 90 days after receipt of a clean order as part of the contract. Lead times are posted on the Knoll website and readily available to Knoll Sales Associates and dealer sellers. Knoll Lead Time matrix is a representative sample of the lead time format utilized by Knoll. Lead times are updated on a weekly basis.

**Expedited Delivery**

Knoll Essentials, conceived for Knoll Dealers and their clients, is a Knoll program focusing on easy-to-order, specially selected high-performance products from the broad range of Knoll office furnishings.

The Knoll Essentials portfolio is comprised of Office Seating, Tables and Desks, Knoll Extra Accessories, Files and Storage, Open Plan Offices, Private Offices and Reception and Lounge. For complete details – Supplemental Information Section 7, Form 4: Knoll Lead Times.

Additional information about Knoll Essentials is found in the Knoll Essentials catalogue and on Knoll.com.

Failure to meet a delivery time will not be considered a breach of this section if such failure is due to a Force Majeure Event as described in Section 29.6 above.

6. 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.
7. 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 First Amendment to be executed as of the date first written above.

KNOLL, INC.

CITY OF CHARLOTTE:  
CITY MANAGER'S OFFICE

BY: Andrew Pierce  
(signature)

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

PRINT NAME: Andrew Pierce

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

TITLE: Director, Contracting

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

DATE: May 5, 2020

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



CITY OF  
**CHARLOTTE**  
Digital Contract Routing Form  
Non-Encumbered

Date Submitted: May 27, 2020

Submitted by: Genetta N. Carothers

Submitter email: gcarothers@charlottenc.gov

Contract #: 2020000608

Amendment #: 1

Contract Name: Citywide Furniture (City Dist. One CBI)

Vendor Legal Name: Knoll, Inc.

Vendor #: 308719

**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**

eSigned via SeamlessDocs.com  
*Angela Charles*  
Key: f99f2b82106208b08004836a6d9e6b831

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KNOLL - CONTRACT 2020000608-1  
EXHIBIT A.2 - PRICING SHEET

<b>1. FIXED PERCENTAGE (%) DISCOUNT OFF THE MANUFACTURER'S LIST PRICE - FURNITURE CATEGORIES AND OTHER RELATED PRODUCTS</b>			
<b>CATEGORY</b>	<b>VERIFIABLE MANUFACTURER'S LIST PRICE CATALOG AND DATE</b>	<b>DROP SHIP</b>	<b>INSIDE DELIVERY</b>
Systems Furniture	Antenna Workspaces, Date: March 2019	68.5%	65.5%
Systems Furniture	AutoStrada, Date: March 2019	68.5%	65.5%
Systems Furniture	Currents, Date: March 2019	68.5%	65.5%
Systems Furniture	Dividends Horizon, Date: March 2019	68.5%	65.5%
Systems Furniture	ReffProfiles Vol I: 26_1/2" Planning, Date: March 2019	68.5%	65.5%
Systems Furniture	ReffProfiles Vol II: 28_3/8" Planning, Date: March 2019	68.5%	65.5%
Systems Furniture	Series 2, Date: March 2019	68.5%	65.5%
Freestanding Furniture	DatesWeiser, Date: January 2018	41.0%	38.0%
Freestanding Furniture	Islands Collection, Date: March 2020	57.5%	54.5%
Freestanding Furniture	k. bench, Date: March 2019	68.5%	65.5%
Freestanding Furniture	k. stand, Date: March 2019	68.5%	65.5%
Freestanding Furniture	KnollExtra, Date: March 2019	59.5%	56.5%
Freestanding Furniture	KnollStudio Volume I, Date: March 2019	52.5%	49.5%
Freestanding Furniture	KnollStudio Volume II, Date: March 2019	52.5%	49.5%
Freestanding Furniture	KnollStudio (Pixel), Date: March 2019	57.0%	54.0%
Freestanding Furniture	Muuto, Date: Q2 2019	23.0%	20.0%
Freestanding Furniture	Rockwell Unscripted, Date: March 2019	57.5%	54.5%
Freestanding Furniture	Tone, Date: March 2019	68.5%	65.5%
Freestanding Furniture	Upstart, Date: March 2019	68.5%	65.5%
Seating / Chairs	Office Seating (Chadwick Seating, k. task, Remix, Life, Generation, Regeneration, Multigeneration), Date: March 2019	59.5%	56.5%
Seating / Chairs	Office Seating (Moment, Ollo), Date: March 2019	52.0%	49.0%
Soft Seating	k. lounge, Date: March 2019	57.0%	54.0%
Filing Systems, Storage & Equipment	Anchor, Date: March 2019	68.5%	65.5%
Filing Systems, Storage & Equipment	Calibre, Date: March 2019	59.5%	56.5%
Filing Systems, Storage & Equipment	Template, Date: March 2019	68.5%	65.5%
<b>OTHER RELATED PRODUCTS</b>	<b>VERIFIABLE MANUFACTURER'S LIST PRICE CATALOG AND DATE</b>	<b>DROP SHIP</b>	<b>INSIDE DELIVERY</b>
Renewal / Replacement Parts	24 Response, Date May 2019	40.0%	n/a
<b>3. FIXED RATE:</b>			
Storage			\$1.65/sq ft.



