

**AMENDMENT NO. 1
TO THE AGREEMENT BETWEEN THE
COUNTY OF MONTEREY
AND
ONE WORKPLACE L FERRARI, LLC, DBA PENINSULA BUSINESS INTERIORS**

This Amendment No. 1 to Agreement, No. A-14296, is made and entered into by and between the County of Monterey, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and One Workplace L Ferrari, LLC, DBA Peninsula Business Interiors, hereinafter referred to as “CONTRACTOR.”

WHEREAS, the COUNTY and CONTRACTOR entered into Agreement A-14296 with a start date of July 1, 2019 in an amount not to exceed \$200,000 for the provision of design, planning, delivery and installation services for new or existing office furniture or office panel systems on a per project basis; and

WHEREAS, the COUNTY and CONTRACTOR wish to amend the Agreement to extend the term for an additional two (2) year period for a new term of July 01, 2019 through June 30, 2023 and to increase the total amount of the Agreement to \$500,000 to cover additional goods and services due to the extended term.

NOW THEREFORE, both parties hereby agree to renew and amend the Agreement as follows:

1. **Section 2.0, “PAYMENT PROVISIONS”**, shall be amended by removing, “The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$200,000” and replacing it with “The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$500,000”.
2. **Section 3.0, “Term of Agreement”**, shall be amended by removing, “The term of this Agreement is from July 1, 2019 to June 30, 2021, unless sooner terminated pursuant to the terms of this Agreement” and replacing it with “The term of this Agreement is from July 1, 2019 to June 30, 2023, unless sooner terminated pursuant to the terms of this Agreement”.
3. **Exhibit A is replaced with Exhibit A-1.** All references in the Agreement to Exhibit A shall be construed to refer to Exhibit A-1.
4. All other terms and conditions of the Agreement remain unchanged and in full force. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
5. A copy of this Amendment No. 1 shall be attached to the original Agreement executed by the County on July 05, 2019.
6. This Amendment No. 1 is effective upon execution.

SIGNATURE PAGE.

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Renewal and Amendment No. 4 as of the day and year written below.

COUNTY OF MONTEREY

CONTRACTOR

By: _____
Contracts/Purchasing Officer

One Workplace L Ferrari, LLC, DBA Peninsula Business Interiors
Contractor's Business Name*

Date: _____

By: _____
Department Head (if applicable)

DocuSigned by:
Mark Faylor
FE5AA0C7919C4B1...
(Signature of Chair, President, or VicePresident)*

Date: _____

By: _____
Board of Supervisors (if applicable)

Mark Faylor President & GM

Date: _____

Date: 11/6/2020 9:09 AM PST
Name and Title

Approved as to form¹
By: Stacy Saetta Deputy
County Counsel
Date: 11/8/2020 | 6:15 PM PST

DocuSigned by:
Mona Heffernan
CDFF25BFDA5044B...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*
Mona Heffernan Chief Financial Officer

Approved as to Fiscal Provisions²
By: Gary Giboney Chief Deputy Auditor/Controller
Date: 11/8/2020 | 8:21 PM PST

Date: 11/6/2020 11:09 PM PST
Name and Title

Approved as to Liability Provisions³
By: _____
Risk Management
Date: _____

County Board of Supervisor's Agreement Number: _____, approved on (date): _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

¹Approval by County Counsel is required.

²Approval by Auditor-Controller is required.

³Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9 of Standard County Agreement.

EXHIBITA-1

**To Agreement by and between
Monterey County Health Department, hereinafter referred to as “County”
AND
One Workplace L Ferrari, LLC, DBA Peninsula Business Interiors, hereinafter referred to
as “CONTRACTOR”**

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

Design and space planning for the application of furniture specification and furniture placement. Including field measurements and two (2) and three (3) dimensional renderings.

Furnish and install free standing and/or open office panel systems consisting of, but not limited to panels, hang-on components, tables, chairs, file cabinets, shelf files, and desks to the County of Monterey on a per project basis. CONTRACTOR will provide specific project bids on a per project basis. Coordination and installation efforts include but are not limited to the following:

- Projects may include the reconfigure of existing open office panel systems and existing furniture according to design documents.
- Provide office setup recommendations to COUNTY for optimal furniture placement and use of space.
- Dis-assemble and assemble current COUNTY Steelcase and similar product furniture, as requested by COUNTY.
- Remove existing furniture and move to storage, as requested by COUNTY.

CONTRACTOR shall coordinate all design and installation efforts with designated representatives of the Health Department.

CONTRACTOR shall bill at the agreed hourly rate for Design Services and Field Measurements. The Hourly rate will include two (2) dimensional and three (3) dimensional renderings in CET and AutoCAD.

- Hourly rate will include Programming cost.
- Hourly rate will include meetings with the Health Department Facilities Manager and other Health Department staff planning the furniture placement.

- All meetings will be preapproved by the Health Department Facilities Manager.

CONTRACTOR will provide appropriate level of staffing to complete the installation per the designated timeframe provided by the COUNTY.

All written reports required under this Agreement must be delivered to Chris Le Venton, County's Contract Manager, in accordance with the schedule above.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed **\$500,000** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

CONTRACTOR shall be compensated on a per project basis. Each project to be performed pursuant to this Agreement must be agreed to in writing prior to the commencement of work.

Design and Space planning fees shall be billed at the rate of \$120.00 per hour.

Prevailing labor fees on delivery and or assembly required:

Prevailing Wages: The installation of modular furniture pursuant to this Agreement is a public work of over \$1,000 for purposes of prevailing wage. Installers of the modular furniture pursuant to this Agreement must be paid the prevailing wage determined by the Director of the Department of Industrial Relations. CONTRACTOR shall comply with provisions of the Labor Code (sections 1720, et seq.) governing public works, including payment of prevailing wages, payroll records and employment of apprentices. Copies of the determination of the general prevailing rate of per diem wages are available to interested parties at:

<http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.

Contractor Registration with the Department of Industrial Relations. Pursuant to Labor Code section 1771.1(a), a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4101 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is

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

There shall be no travel reimbursement allowed during this Agreement.

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

B.2 CONTRACTORS BILLING PROCEDURES

NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.

County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.