

SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 20__, by and between the City of Merced, a California Charter Municipal Corporation, whose address of record is 678 West 18th Street, Merced, California 95340, (hereinafter referred to as “City”) and Arconas, a Corporation, whose address of record is 222 S. Elm Street, High Point, NC 27260, (hereinafter referred to as “Contractor”).

WHEREAS, City is undertaking a project to purchase and install Airport Terminal Furniture; and,

WHEREAS, Contractor represents that it possesses the professional skills to provide Terminal Furniture, Turnkey Installation & Project services in connection with said project.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants hereinafter recited, hereby agree as follows:

1. SCOPE OF SERVICES. The Contractor shall furnish the following services: Contractor shall provide the Terminal Furniture, Turnkey Installation & Project services described in Exhibit “A” attached hereto.

No additional services shall be performed by Contractor unless approved in advance in writing by the City, stating the dollar value of the services, the method of payment, and any adjustment in contract time. All such services are to be coordinated with City and the results of the work shall be monitored by the City Manager or designee. However, the means by which the work is accomplished shall be the sole responsibility of the Contractor.

2. TIME OF PERFORMANCE. All of the work outlined in the Scope of Services shall be completed in accordance with the Schedule outlined in Exhibit “A” attached hereto and incorporated herein by reference. By mutual agreement and written addendum to this Agreement, the City and the Contractor may change the requirements in said Schedule.

3. TERM OF AGREEMENT. The term of this Agreement shall commence upon the day first above written and end on June 30, 2027.

ATTACHMENT 4

4. **COMPENSATION.** Payment by the City to the Contractor for actual services rendered under this Agreement shall be made upon presentation of an invoice detailing services performed under the Scope of Services, in accordance with the fee schedule set forth in Exhibit "A" attached hereto and incorporated herein by reference. The Contractor agrees to provide all services required under the Scope of Services in Exhibit "A" within the compensation amount set forth in Exhibit "A". For Contractor's services rendered under this Agreement, City shall pay Contractor the not to exceed sum of \$183,479.40.

5. **METHOD OF PAYMENT.** Compensation to Contractor shall be paid by the City after submission by Contractor of an invoice delineating the services performed.

6. **RECORDS.** It is understood and agreed that all plans, studies, specifications, data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Contractor relating to the matters covered by this Agreement shall be the property of the City, and Contractor hereby agrees to deliver the same to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use.

7. **CONTRACTOR'S BOOKS AND RECORDS.** Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor to this Agreement. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the City.

8. **INDEPENDENT CONTRACTOR.** It is expressly understood that Contractor is an independent contractor and that its employees shall not be employees of or have any contractual relationship with the City. Contractor shall be responsible for the payment of all taxes, workers' compensation insurance and unemployment insurance. Should Contractor desire any insurance protection, the Contractor is to acquire same at its expense.

In the event Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Contractor shall indemnify, protect, defend, and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

9. INDEMNITY. Contractor shall indemnify, protect, defend (with legal counsel selected by the City), save and hold City, its officers, employees, and agents, harmless from any and all claims or causes of action for death or injury to persons, or damage to property resulting from intentional or negligent acts, errors, or omissions of Contractor or Contractor's officers, employees, volunteers, and agents during performance of this Agreement; Contractor shall indemnify, protect, defend (with counsel selected by the City) save and hold City, its officers, employees and agents harmless from any and all claims or causes of action for any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct, negligent acts, or omissions of Contractor or its employees, subcontractors, or agents, or by the quality or character of Contractor's work. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall survive the termination of this Agreement and shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

10. INSURANCE. During the term of this Agreement, Contractor shall maintain in full force and effect at its own cost and expense, the following insurance coverage:

a. Workers' Compensation Insurance. Full workers' compensation insurance shall be provided with a limit of at least One Hundred Thousand Dollars (\$100,000) for any one person and as required by law, including Employer's Liability limits of \$1,000,000.00 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against the City.

b. General Liability.

- (i) Contractor shall obtain and keep in full force and effect general liability coverage at least as broad as ISO commercial general liability coverage occurrence Form CG 0001.
- (ii) Contractor shall maintain limits of no less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage.
- (iii) The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects liability arising out of work or operations performed by or on behalf of the Contractor.
- (iv) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Contractor and its sub-contractors, and that any other insurance or self insurance maintained by City or other named insureds shall be excess and non-contributory.
- (v) Contractor shall maintain its commercial general liability coverage for three (3) years after completion of the work and shall add an additional insured endorsement form acceptable to the City naming the City of Merced, its officers, employees, agents and volunteers for each year thereafter for at least three (3) years after completion of the work. Copies of the annual renewal and additional insured endorsement form shall be sent to the City within thirty (30) days of the annual renewal.

c. Automobile Insurance.

- (i) Contractor shall obtain and keep in full force and effect an automobile policy of at least One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.
- (ii) The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects automobiles owned, leased, hired or borrowed by the Contractor.

- (iii) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Contractor and its sub-contractors, and that any other insurance or self insurance maintained by City or other named insureds shall be excess and non-contributory.

d. Professional Liability Insurance. Contractor shall carry professional liability insurance appropriate to Contractor's profession in the minimum amount of One Million Dollars (\$1,000,000). Architects and engineers' coverage is to be endorsed to include contractual liability.

e. Reserved.

f. Qualifications of Insurer. The insurance shall be provided by an acceptable insurance provider, as determined by City, which satisfies all of the following minimum requirements:

- (i) An insurance carrier admitted to do business in California and maintaining an agent for service of process within this State; and,
- (ii) An insurance carrier with a current A.M. Best Rating of A:VII or better (except for workers' compensation provided through the California State Compensation Fund).

g. Certificate of Insurance. Contractor shall complete and file with the City prior to engaging in any operation or activity set forth in this Agreement, certificates of insurance evidencing coverage as set forth above and which shall provide that no cancellation or expiration by the insurance company will be made during the term of this Agreement, without thirty (30) days written notice to City prior to the effective date of such cancellation—including cancellation for nonpayment of premium. In addition to any other remedies City may have, City reserves the right to withhold payment if Contractor's insurance policies are not current.

11. PREVAILING WAGES.

A. Labor Code Compliance. If the work performed under this Agreement falls within Labor Code Section 1720(a)(1) definition of a "public works" the Contractor agrees to comply with all of the applicable provisions of the

Labor Code including, those provisions requiring the payment of not less than the general prevailing rate of wages. The Contractor further agrees to the penalties and forfeitures provided in said Code in the event a violation of any of the provisions occurs in the execution of this Agreement.

B. These wage rate determinations are made a specific part of this Agreement by reference pursuant to Labor Code Section 1773.2. General Prevailing Wage Rate Determinations may be obtained from the Department of Industrial Relations Internet site at <http://www.dir.ca.gov/>.

C. After award of the Agreement, and prior to commencing work, all applicable General Prevailing Wage Rate Determinations, if applicable, are to be obtained by the Contractor from the Department of Industrial Relations. These wage rate determinations are to be posted by the Contractor at the job site in accordance with Section 1773.2 of the California Labor Code.

D. Contractor agrees to include prevailing wage requirements, if applicable, in all subcontracts when the work to be performed by the subcontractor under this Agreement is a "public works" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771.

12. NOTICES. Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by: (i) personal service, (ii) delivery by a reputable document delivery service, such as, but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

To City: City of Merced
678 West 18th Street
Merced, California 95340
Attention: City Manager

To Contractor: Arconas
220 S. Elm Street
High Point, NC 27260
Attention: Valerie Basner

13. ASSIGNABILITY OF AGREEMENT. It is understood and agreed that this Agreement contemplates personal performance by the Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Contractor under this Agreement will be permitted only with the express written consent of the City.

14. TERMINATION FOR CONVENIENCE OF CITY. The City may terminate this Agreement any time by mailing a notice in writing to Contractor that the Agreement is terminated. Said Agreement shall then be deemed terminated, and no further work shall be performed by Contractor. If the Agreement is so terminated, the Contractor shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time the notice of termination is received.

15. CONFORMANCE TO APPLICABLE LAWS. Contractor shall comply with its standard of care regarding all applicable Federal, State, and municipal laws, rules and ordinances. No discrimination shall be made by Contractor in the employment of persons to work under this contract because of race, color, national origin, ancestry, disability, sex or religion of such person.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act (8 U.S.C.A. 1101 *et seq.*), as amended; and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any agency or instrumentality of the federal or state government, including the courts, impose sanctions against the City for such use of unauthorized aliens, Contractor hereby agrees to, and shall, reimburse City for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the City in connection therewith.

16. WAIVER. In the event that either City or Contractor shall at any time or times waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or any other covenant, condition or obligation. Waiver shall not be deemed effective until and unless signed by the waiving party.

17. **INCONSISTENT OR CONFLICTING TERMS IN AGREEMENT AND EXHIBITS.** In the event of any contradiction or inconsistency between any attached document(s) or exhibit(s) incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control.

Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the City are not binding upon the City unless specifically agreed to in writing, and initialed by the authorized City representative, as to each additional contractual term or condition.

18. **AMBIGUITIES.** This Agreement has been negotiated at arms' length between persons knowledgeable in the matters dealt with herein. Accordingly, any rule of law, including, but not limited to, Section 1654 of the Civil Code of California, or any other statutes, legal decisions, or common-law principles of similar effect, that would require interpretation of any ambiguities in this Agreement against the party that drafted this Agreement is of no application and is hereby expressly waived.

19. **VENUE.** This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this agreement shall be held exclusively in a state court in the County of Merced.

20. **AMENDMENT.** This Agreement shall not be amended, modified, or otherwise changed unless in writing and signed by both parties hereto.

21. **INTEGRATION.** This Agreement constitutes the entire understanding and agreement of the parties and supersedes all previous and/or contemporaneous understanding or agreement between the parties with respect to all or any part of the subject matter hereof.

22. **AUTHORITY TO EXECUTE.** The person or persons executing this Agreement on behalf of the parties hereto warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of their entity and has/have the authority to bind their party to the performance of its obligations hereunder.

23. COUNTERPARTS. This Agreement may be executed in one or more counterparts with each counterpart being deemed an original. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterparts executed by the other parties hereto are in the physical possession of the party or parties seeking enforcement thereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above written.

CITY OF MERCED
A California Charter Municipal
Corporation

BY: _____
D. Scott McBride
City Manager

ATTEST:
D. SCOTT MCBRIDE, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

APPROVED AS TO FORM:
CRAIG J. CORNWELL, CITY ATTORNEY

BY: Craig Cornwell 7-9-2026
City Attorney Date

ACCOUNT DATA:
M. VENUS RODRIGUEZ, FINANCE OFFICER

BY: _____
Verified by Finance Officer

{Signatures continued on next page}

CONTRACTOR
Arconas Inc.

BY: _____
(Signature)

(Typed Name)

Its: _____
(Title)

BY: _____
(Signature)

(Typed Name)

Its: _____
(Title)

Taxpayer I.D. No. 30-1308432

ADDRESS: 220 S. Elm Street
High Point, NC 27260

TELEPHONE: (905) 272-0727

FAX: _____

E-MAIL: Vbasner@arconas.com

ARCONAS

Quote Number:

41601

Project Name:

MCE - Merced Regional Airport - New Terminal

Date:

6/25/2026

Prepared For:

MCE - Merced Yosemite Regional Airport
20 Macready Dr,
Merced CA 95341
United States of America

Prepared By:

Valerie Basner

Seating • Power • Waste & Recycling • Modular Counters

Arconas Inc.
220 S. Elm Street
High Point, NC 27260
USA

Contact

Telephone: +1-905-272-0727
Toll free: + 1-800-387-9496
Email: info@arconas.com
Web: arconas.com

ARCONAS

PRICE QUOTE

Number 41601

Date 6/25/2026

Expiry Date 8/24/2026

Prepared By Valerie Basner

Terms 50% with Order,
50% N30 (OAC)

To MCE - Merced Yosemite Regional Airport
Project MCE - Merced Regional Airport - New Terminal
Attn Karen Baker

Qty	Item	Description	List Price	Discount	Net Price	Extended Price
FLYAWAY SERIES Upholstery: Grade A, Nassimi Esprit Vinyl, CAL 117 Color- Saddle Tan PES-058 Supports, Legs, and Arms: Die-cast aluminum Beam & Seat, Back pan finish: Steel painted with Powder coat, color-Cloud Silver Arm type: All Aluminum arm Table Finish: Solid Surface , Color- Platinum Glides type: Regular Glides						
6	FLY5S	(6) 4 Seats 1 table and 4 arms Arm-Seat-Arm-Seat-Table-Seat-Arm-Seat-Arm Flyaway 5 Seat Linear Unit	8,500.00	40.00 %	5,100.00	30,600.00
2	FLY4S	(2) 3 Seat with 1 table and 3 arms Arm-Seat-Arm-Seat-Table-Seat-Arm Flyaway 4 Seat Linear Unit	7,112.00	40.00 %	4,267.20	8,534.40
FLYAWAY BENCH SERIES Upholstered Seats : Grade A, Nassimi Esprit Vinyl, CAL 117 Color- Chestnut Seat pans & beams finish: Powder coat, Color: Cloud Silver Legs Finish: Satin Aluminum Glides type: Regular Glides						
2	FLY3B	Flyaway 3 Seat Bench Unit	3,214.00	40.00 %	1,928.40	3,856.80
IP2601 INPOWER FLEX 3 SERIES Power type: (2) AC & 2 USB Type of bracket: Seat bracket Includes: 6' power cord or jumper						
6	IP2601	(6) Modules with 8ft Jumper cord-TBC (8) Modules with 6ft Power cord - TBC InPower Flex V3 North American Kit	1,321.00	40.00 %	792.60	4,755.60
8	IP2601	InPower Flex V3 North American Kit	1,284.00	40.00 %	770.40	6,163.20
2	IP2601	(2) Modules with Table braket and 6Ft jumper cord -TBC InPower Flex V3 North American Kit	1,284.00	40.00 %	770.40	1,540.80
2	IP2576	Cable Management Device 42.5" for 4 seat	188.00	40.00 %	112.80	225.60

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Date 6/25/2026

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50% N30 (OAC)

To MCE - Merced Yosemite Regional Airport
Project MCE - Merced Regional Airport - New Terminal
Attn Karen Baker

NEVADA CHAIR

Upholstery: Grade A, Nassimi Esprit Vinyl, CAL 117 Color- Espresso PES-026
Frame: Plywood CNC
CFC-free fire retardant H.R. urethane
High density 2.5 lb. foam seating
5.5" metal leg

6	IP2575	Cable Management Device 65.5" for 5 Seat	282.00	40.00 %	169.20	1,015.20
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EQ962436-R

emBARq Counter (Length 96"x Width 24" x A36") Series

Wall unit

Tabletop and Side Finish: Corian Color: Platinum

Inside Frame: Powder Coat, Color: Blackstone

Hooks Qty: 4

Powers info: (2) AC, (2) USB-C per seat position & (6) Qi wireless charging
modules

Operational power: 120V-15amp or 220V-10amp

Floor mounting option included.

1	EQ962436-R	emBARq 96 x 24 x 36 Right	18,817.00	40.00 %	11,290.20	11,290.20
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EQ962436-L

emBARq Counter (Length 96"x Width 24" x A36") Series

Wall unit

Tabletop and Side Finish: Corian Color: Platinum

Inside Frame: Powder Coat, Color: Blackstone

Hooks Qty: 4

Powers info: (2) AC, (2) USB-C per seat position & (6) Qi wireless charging
modules

Operational power: 120V-15amp or 220V-10amp

Floor mounting option included.

1	EQ962436-L	emBARq 96 x 24 x 36 Left	18,817.00	40.00 %	11,290.20	11,290.20
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EQ483632

emBARq Counter (Length 48"x Width 36" x Height 32") ADA HIGH Series

Free Stand

Tabletop and Side Finish: Corian Color: Platinum

Inside Frame: Powder Coat, Color: Blackstone

Hooks Qty: 2

Powers info: (2) AC, (2) USB-C per seat position & (6) Qi wireless charging
modules

Operational power: 120V-15amp or 220V-10amp

Floor mounting option included.

1	EQ483632	emBARq 48 x 36 x 32	13,932.00	40.00 %	8,359.20	8,359.20
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EQ962432-R

emBARq Counter (Length 96"x Width 24" x ADA Height 32") Series

Wall unit

Tabletop and Side Finish: Corian Color: Platinum

Inside Frame: Powder Coat, Color: Blackstone

Hooks Qty: 2

Glides type: Floor Mount Glides

Powers info: 2 Power Modules (2) AC, (2) USB-C, (2) Qi wireless charging
modules

Operational power: 120V-15amp or 220V-10amp

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Arconas Inc.
220 S. Elm Street
High Point, NC 27260
USA

Contact

Telephone: +1-905-272-0727

Toll free: + 1-800-387-9496

Email: info@arconas.com

Web: arconas.com

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Terms 50% with Order,
50% N30 (OAC)

To MCE - Merced Yosemite Regional Airport
Project MCE - Merced Regional Airport - New Terminal
Attn Karen Baker

1	EQ962432-R	emBARq 96 x 24 x 32 Right	18,817.00	40.00 %	11,290.20	11,290.20
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BARI STOOL 24 inches HIGH SERIES
Upholstery: Grade A, Nassimi Esprit Vinyl, CAL 117 Color- Chestnut PES-016
Post & Base Plate: Powder Coat, Color-Blackstone
Floor mounting option included.

5	BRSTOOL24	Bari Stool 24.5" high	1,498.00	40.00 %	898.80	4,494.00
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BARI STOOL 19 inches HIGH SERIES
Upholstery: Grade A, Nassimi Esprit Vinyl, CAL 117 Color- Chestnut PES-016
Post & Base Plate: Powder Coat, Color-Blackstone
Floor mounting option included.

3	BRSTOOL19	Bari Stool 19.5" high	1,498.00	40.00 %	898.80	2,696.40
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(T4SS2123) 4SHARE SQUARE TABLE d21" x h23"
Table top finish: Solid Surface Corian , Color- Platinum
Metal tube and base powder coated in Blackstone
4Share Table Square 21"L x 21"W x 23"H

2	T4SS2123		2,355.00	40.00 %	1,413.00	2,826.00
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(T4SC3318) 4SHARE ROUND TABLE d33" x h18"
Table top finish: Solid Surface Corian , Color- Platinum
Metal tube and base powder coated in Blackstone
4 Share Table Round 32.75"D x 18"H

2	T4SC3318		2,676.00	40.00 %	1,605.60	3,211.20
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(T4SC3330) 4SHARE ROUND TABLE d33" x h30"
Table top finish: Solid Surface Corian , Color- Platinum
Metal tube and base powder coated in Blackstone
4 Share Table Round 32.75"D x 30"H

2	T4SC3330		2,676.00	40.00 %	1,605.60	3,211.20
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AUWEKO TEMPTATION FF2 WASTE BIN SERIES
Finish: Stainless Steel Grade 1.4301/AISI 304
Volume capacity: 2 x 50L
Inner Container Material Sheet Steel, Galvanized, Leak-Proof
Decals and placement: read from Left to Right
Left Fraction lettering (ex. Waste) in color: TBC
Right Fraction lettering (ex. Paper) in color: TBC

3	FF2	Waste bin with a 2 x 50L Volume	3,064.00	40.00 %	1,838.40	5,515.20
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S-LIQUID-HANDLE
AUWEKO SKYLINE LIQUID BIN
Volume Capacity: 50 Liters Finish: Stainless Steel Grade 1.4301/AISI 304
Inner Container material: Plastic tank, Polyethylen (PE)
Decal Standard Dispose Liquid Here, color-Blue

1	S-Liquid-1-Handle	Auweko Skyline S- Liquid with Handle	4,562.00	40.00 %	2,737.20	2,737.20
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AUWEKO SPECIAL SINGLE S150R
BIN Volume Capacity: 150 Liters Finish: Stainless Steel Grade 1.4301/AISI 304
Bag holder material: Metal Drip tray material: galvanized steel leakproof
Decals: Dispose Empty Bottles Here , Color-Blue

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1	S150R	Skyline Single bin 150L Approx	3,761.00	40.00 %	2,256.60	2,256.60
Decal for FF2 bins						
3	UPCHARGE	standard lettering for 2-fold bins	173.00	40.00 %	103.80	311.40
Decal for Sliquid & S150R bin						
2	UPCHARGE	Standard lettering for 1-fold bins	135.00	40.00 %	81.00	162.00
1	EQSL	emBARq Scissor Lift	6,180.00	40.00 %	3,708.00	3,708.00
KEILHAUER SERIES - Loon 1710TS						
Armless Chair						
Molded Nylon seat and back , Color- Titanium						
Metal Legs - Matte Black						
Dims W20" x D22.75 x H32.5"						
8	KEI-LOO-1710TS	Loon Chair Armless	675.00	40.00 %	405.00	3,240.00
1	HT-FLY	Tapping Kit for Flyaway			-	0.00
NEVADA CHAIR						
Upholstery: Grade A, Nassimi Esprit Vinyl, CAL 117 Color- Espresso PES-026						
Frame: Plywood CNC						
CFC-free fire retardant H.R. urethane						
High density 2.5 lb.foam seating						
5.5" metal leg						
NEVCH: 6 yards						
14	NEVCH	NEVADA CHAIR	2,357.00	40.00 %	1,414.20	19,798.80
Fabric for NEVCH chair						
84	FABNASESP-ESPRSO	Esprit Espresso PES-026			-	0.00

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145126-19

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Turnkey Installation & Project Services - Performed at Prevailing Wage
*Note: Fees include but are not limited to; receiving & unpacking of goods, assembly of all product, onsite delivery & installation, final cleaning. Project management fees may include virtual training and access to online videos, troubleshooting and service assistance, scheduling, phasing & shipping plans, virtual maintenance training for client personnel, and complimentary CAD drawings (one draft + 2 revisions). Should you choose not to use Arconas' certified installers, the turnkey services cost will be replaced with a 5% PM/ADMIN fee.

*Assumptions/Conditions

Receive off-site
Assemble/Install on-site
Prevailing wages
Normal Business Hours
Occupied/Active Site
Construction site
No DBE Component
No Floor Mounting
Security escort provided by customer
Free & clear work area, remove trash
Exclusive use of elevators
No carry-up or -down (unless specifically noted in proposal)
No double-handling of product, not quoted in original proposal"

1	Installation1	Turnkey Installation & Project Services	20,490.00	20,490.00	20,490.00
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Shipping to : JEI Corporate Services
1059 Vine St. #108, Sacramento, CA 95811

Freight charges are based on dock-to-dock delivery during regular business hours. Please note that final costs may be adjusted at the time of order if the shipping address differs from the one originally quoted.

1	Freight1	Freight	9,900.00	9,900.00	9,900.00
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ASSEMBLY & INSTALLATION NOT INCLUDED:

THE FOLLOWING EXCEPTIONS TO WARRANTY WILL APPLY;

Arconas warrants the Material and Workmanship of all products except in the case where Customer assembles and installs product, whereby Arconas warrants the material and workmanship of the components only but not the workmanship of the assembly and Installation.

ACCEPTANCE OF THIS QUOTE / CONFIRMATION INDICATES YOU HAVE READ THE TERMS OF SALE AND AGREE TO THE TERMS AND EXCEPTIONS STATED THEREIN."

Products ship knock down for local assembly

Freight charge is based on dock-to-dock delivery, during regular business hours. Please note, due to unstable freight cost increase, freight cost will be reassessed at the time of shipping.

Lead Time: 12-14 weeks (TBC) upon receipt of PO, plus shipping.

Credit Card payment terms: If total order amount is over \$10,000.00, an additional 3.8% surcharge will apply.

Please send Purchase Order to orders@arconas.com

Seating • Power • Waste & Recycling • Modular Counters

Arconas Inc.
220 S. Elm Street
High Point, NC 27260
USA

Contact

Telephone: +1-905-272-0727
Toll free: + 1-800-387-9496
Email: info@arconas.com
Web: arconas.com

ARCONAS

To MCE - Merced Yosemite Regional Airport
Project MCE - Merced Regional Airport - New Terminal
Attn Karen Baker

Total Seats

Total Tables

*Freight charges subject to revision at time of shipping

*Discounts do not apply to shipping, installation & assembly

*Unless specified, any form of Sales / Value Added Tax is excluded

PRICE QUOTE

Number 41601

Date 6/25/2026

Expiry Date 8/24/2026

Prepared By Valerie Basner

Terms 50% with Order,
50% N30 (OAC)

Products	153,089.40
Installation	20,490.00
Freight	9,900.00
SubTotal	183,479.40
Exempt	0.00

Total	183,479.40
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USD

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Terms 50% with Order,
50% N30 (OAC)

To MCE - Merced Yosemite Regional Airport
Project MCE - Merced Regional Airport - New Terminal
Attn Karen Baker

TERMS OF SALE

Standard Terms of Sale. Unless otherwise agreed to in writing between Arconas Inc. ("Arconas") and the recipient of Arconas' quotation (the "Customer") for the sale of products (the "Products") the following terms: (a) are part of Arconas' quotation for the sale of Products and acceptance by Arconas of any resulting order from the Customer (the "Order"); (b) shall become the exclusive and binding agreement between Arconas and the Customer with respect to the Order (the "Agreement"); and (c) shall apply to any purchase order issued by the Customer in connection with an Order, regardless of whether these terms are expressly referenced in that purchase order. No term set forth in any of the Customer's form of solicitation, purchase order, or contract shall become part of the Agreement or otherwise become binding on Arconas unless expressly agreed to in writing by Arconas.

Change Orders. Substitutions, deletions, additions or other changes to an Order may not be made by a Customer without the written approval of Arconas. Change Order reductions greater than \$10,000 will incur costs as outlined in our Cancellation Clause below.

Warranty. Arconas warrants the Material and Workmanship of all products except in the case where Customer/Dealer assembles and installs product, whereby Arconas warrants the material and workmanship of the components only but not the workmanship of the assembly and installation.

Freight. Freight terms shall be as described in the Order.

Prices, Payment and Taxes.

The purchase price for the Products as described in Arconas' quotation is F.O.B. Arconas' factory (the "Purchase Price"). Payment terms shall be as described in Arconas' quotation.

If any undisputed amount payable by the Customer under this Agreement is not paid when due, Arconas may assess and, if so assessed, the Customer shall pay a late charge at the rate of twelve percent (12%) of the outstanding amount (or at highest rate permitted by law, whichever is lower), per annum, pro rated on a daily basis. If an invoiced item is disputed, the Customer must give Arconas written notice of such dispute with full particulars thereof within thirty (30) days after the Customer's receipt of the applicable invoice. If the Customer disputes an invoiced item and such invoiced item is upheld in Arconas' favour, then such late payment charge provided for herein shall apply to the time period starting ten (10) days from the date on which the dispute is resolved. If the invoice contains an error, the Customer shall notify Arconas of such error and late charges shall apply thirty (30) days after the Customer's receipt of a corrected invoice.

Unless expressly provided for in Arconas' quotation and the Order, the Purchase Price does not include any applicable taxes, duties or other assessments that are applicable to the Order. The Customer shall pay any applicable taxes, duties or other assessments of a governmental authority and related interest and penalties relating to the Order (excluding taxes on Arconas' income). The Customer shall forthwith provide Arconas with copies of any documents which are reasonably requested by Arconas to evidence the remittance of any taxes, duties or other assessments relating to the self-assessment and remittance of taxes, duties or other assessments paid by the Customer relating to an Order. The Customer shall indemnify and save Arconas and Arconas' directors harmless from any taxes, duties, assessments, penalties, interest or other amounts which may be payable by or assessed against Arconas or its directors as a result of or in connection with the Customer's failure to pay in full when due all taxes, duties or other assessments relating to an Order.

Cancellation. A Customer may not cancel any order without Arconas' approval and then only upon payment of the applicable cancellation charges set forth herein. The effective date of any approved cancellation shall be the date that Arconas receives notice from the Customer of its request to cancel an order (the "Cancellation Date"). Cancellation charges shall be assessed as follows: (i) for orders scheduled to ship within ten (10) days of the Cancellation Date, cancellation charges shall be one hundred percent (100%) of the Purchase Price; (ii) for shipments scheduled beyond ten (10) days from the Cancellation Date, cancellation charges shall be fifty percent (50%) of the Purchase Price. Arconas is under no obligation to accept any order cancellation and may refuse any Customer request for cancellation in Arconas' sole discretion. In the event of an approved cancellation, Arconas shall have the right to retain any funds paid in the form of a progress or deposit payment, as applicable, towards satisfaction of a cancellation charge payable hereunder.

Events of Default. The occurrence of any one of the following events before payment in full is received by Arconas shall be an "Event of Default": (a) the Customer fails to make a payment when due and payable; (b) the Customer fails or neglects to perform any of its obligations hereunder; (c) the Customer makes any false or misleading representation to Arconas in connection with this Agreement; (d) the Customer enters into any arrangement with its creditors or any of them or suspends payment generally or is otherwise unable to pay its debts as they become due; (e) a receiver for the Customer or any material portion of its property is appointed or steps are taken for the appointment of such receiver by any person or entity; (f) if a bankruptcy, liquidation, insolvency or other similar proceeding is filed by or against the Customer, and in the case of an involuntary proceeding, is not vacated or set aside within sixty (60) days of its commencement; or (g) a breach or default by the Customer occurs under any other agreement between the Customer and Arconas or with respect to any other obligation of the Customer to Arconas. Upon the occurrence of an Event of Default, in addition to any other remedies available to Arconas under this Agreement or at law, Arconas shall have the right to terminate this Agreement and retain any funds paid in the form of a progress or deposit payment, as applicable, towards satisfaction of any expenses, costs, damages or other liabilities incurred by Arconas related to the Event of Default.

Title to Products and Arconas Security Interest. So long as any amount of the Purchase Price and any other charges payable hereunder in connection with an Order remain outstanding, title to the Products shall remain with Arconas. Arconas hereby retains and the Customer hereby grants to Arconas a security interest in the Products purchased hereunder until the Customer has made payment in full for the Products. The Customer shall execute, deliver or endorse any and all instruments, documents, assignments, security agreements and other agreements and writings that Arconas may at any time reasonably request in order to secure, protect, perfect or enforce the security interest and Arconas' rights under this Agreement. Arconas shall have all of the rights of a secured party with respect to the Products purchased hereunder under applicable laws. Upon the Customer's default of any payment obligation, in addition to other rights and remedies it has under this Agreement and may have at law, Arconas may exercise all the rights and remedies of a secured party in respect of the Products on default under applicable law, including, without limitation, the right to enforce the security interest to retake possession of any or all of the Products. Upon payment of the Purchase Price and all other charges payable by the Customer in connection with an Order, title to the Products shall transfer to the Customer and the security interest granted hereunder to Arconas shall be discharged.

Compliance with Law. The Customer shall comply with all laws, ordinances, rules, regulations, codes and orders of any authority having jurisdiction over the Customer and which relate to the Customer's installation, maintenance and use of the Products. If the Customer's installation or use of any Products contravenes any such laws, ordinances, rules, regulations, codes or orders of such authorities, the Customer shall be responsible for the violations thereof and shall bear the costs, expense and damages attributable to its failure to comply with the provisions of such laws, ordinances, rules, regulations, codes or orders.

Indemnification. The Customer shall indemnify, defend and hold Arconas harmless from and against any and all claims, actions, losses, damages, demands, liabilities, costs and expenses, including reasonable attorney's fees and expenses, whether or not a suit or other proceeding is initiated, which may arise from, but not limited to, the following events: (i) representations or misrepresentations made by the Customer, (ii) any neglect by the Customer or end-users, (iii) the Customer's or end-users' use of the Products not in compliance with the Products' intended purpose (iv) assembly and installation by the Customer limits warranty to Material and Workmanship of the components (only), (v) Customer's or end-users' modifications or alterations of Products that have not been approved by Arconas, (vi) damage from Customer or end-user misuse of the Products, or (vii) any other act, or failure to act, not in accordance with the terms of this Agreement by the Customer, or any other breach by the Customer of any covenants of the Customer under this Agreement.

Governing Law; Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, USA. The application of the United Nations Convention for the International Sale of Goods is excluded and shall not apply to any purchase and sale made hereunder. Any legal suit or action arising out of or relating to this Agreement may be instituted in a court of competent jurisdiction in State of New York, USA and the Customer waives any objection which it may now otherwise have or hereafter have to the waiving of the venue of any such suit, action or proceeding and hereby subjects itself to the jurisdiction of any such court.

Assignment. The Customer may not assign, transfer or otherwise encumber this Agreement or any part thereof without express written consent of Arconas. Arconas may assign and transfer this Agreement or any interest or right hereunder or any interest or right in the Products and/or grant a security interest in the Products, in whole or in part. Subject to the foregoing, this Agreement shall inure to the benefit of, and is binding upon, the successors and permitted assigns of the parties.

Force Majeure. A party's obligations hereunder will be excused during any time period when it is unable to perform such obligations hereunder due to circumstances beyond its reasonable control, including but not limited to fire, flood, embargoes, war, strikes, lockouts or other labour disturbances, shortages of labour or materials, acts of God, omissions or delays in acting by any governmental authority or other party. The party so affected, upon giving prompt written notice to the other party, shall be excused from performance of its obligations hereunder to the extent of the during of such event provided that such party shall use its reasonable commercial efforts to avoid or remove such event.

Time. Time is of the essence hereof.

Entire Agreement. The Customer's acceptance of any Products purchased under this Agreement shall be deemed acceptance of all the terms and conditions stated herein. Arconas' failure to object to any provisions contained in any communication from the Customer shall not be deemed a waiver of the provisions contained herein. This Agreement represents the entire agreement between the parties relating to the subject matter hereof and shall supersede all prior written or oral understandings and/or other terms in any purchase order or other document, now or hereafter delivered, except that this Agreement shall not supersede other written agreements between the parties that expressly reference this Agreement.

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