

**AMENDMENT TO CONTRACT**  
**Annual Supply for Office Seating**  
**Bid No. 12-249**  
**City of Lincoln, Lancaster County and**  
**City of Lincoln-Lancaster County Public Building Commission**  
**Renewal**  
**AOI Corporation**

This Amendment is hereby entered into by and between AOI Corporation, 8320 Cody Drive, Lincoln, NE 68512 (hereinafter "Contractor") and the City of Lincoln, Lancaster County and the City of Lincoln-Lancaster County Public Building Commission (hereinafter "Owners"), for the purpose of amending the Contract dated January 30, 2013 executed under City Resolution No. A-87192, and County Contract C-12-0700, dated December 18, 2012, and executed by the City of Lincoln-Lancaster County Public Building Commission, on February 12, 2013, for Annual Supply for Office Seating, Bid No. 12-249, which is made a part of this amendment by this reference.

WHEREAS, the original term of the Contract is February 12, 2013 through February 11, 2017, with the option to renew for one (1) additional four (4) year term upon written mutual consent by all parties; and

WHEREAS, the renewal term was modified from one (1) additional four (4) year term to four (4) additional one (1) year terms; and

WHEREAS, the Contract was amended by City Executive Order No. 90361, executed by the City on February 14, 2017 and by County Contract C-17-0056 executed by the County Board on February 7, 2017 and executed by the City of Lincoln-Lancaster County Public Building Commission on February 14, 2017 to renew the contract for an additional one (1) year period from February 12, 2017 through February 11, 2018; and

WHEREAS, the parties wish to renew the Contract for an additional four (4) month term beginning February 12, 2018 through June 11, 2018; and

WHEREAS, "Contracted Vendors" shall mean all vendors who contract or who have contracted with the Owners pursuant to Bid No. 12-249 for Annual Supply - Office Seating; and

WHEREAS, "Contracts" shall mean the collective contracts entered into between the Owners and the Contracted Vendors pursuant to Bid No. 12-249 for Annual Supply - Office Seating, including all amendments thereto; and

WHEREAS, the estimated expenditures for the City of Lincoln Department for the term of this renewal shall not exceed \$23,000.00 without approval by the City of Lincoln; and

WHEREAS, the estimated expenditures for Lancaster County Department for the term of this renewal shall not exceed \$5,400.00 without approval by the Lancaster County Board; and

WHEREAS, the estimated expenditures for the City of Lincoln-Lancaster County Public Building Commission for the term of this renewal shall not exceed \$1,300.00 without approval by the Public Building Commission; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract under City Resolution No. A-87192 and County Contract C-12-0700 and Public Building Commission's February 12, 2013 approval, all amendments thereto, and as stated herein, the parties agree as follows:

- 1) The parties wish to renew the Contract for an additional four (4) month term beginning February 12, 2018 through June 11, 2018.
- 2) The "Contracted Vendors" shall mean all vendors who contract or who have contracted with the Owners pursuant to Bid No. 12-249 for Annual Supply - Office Seating.
- 3) The "Contracts" shall mean the collective contracts entered into between the Owners and the Contracted Vendors pursuant to Bid No. 12-249 for Annual Supply - Office Seating, including all amendments thereto.
- 4) The estimated expenditures for the City of Lincoln Department for the term of this renewal shall not exceed \$23,000.00 without approval by the City of Lincoln.
- 5) The estimated expenditures for Lancaster County Department for the term of this renewal shall not exceed \$5,400.00 without approval by the Lancaster County Board.
- 6) The estimated expenditures for the City of Lincoln-Lancaster County Public Building Commission for the term of this renewal shall not exceed \$1,300.00 without approval by the Public Building Commission.
- 7) All other terms of the Contract, not in conflict with this Amendment, shall remain in force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment upon completion of signatures on:

Vendor Signature Page

City of Lincoln Signature Page

Lancaster County Signature Page

City of Lincoln-Lancaster County Public Building Commission Signature Page

## Vendor Signature Page

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**AMENDMENT TO CONTRACT**  
**Annual Supply for Office Seating**  
**Bid No. 12-249**  
**City of Lincoln, Lancaster County and**  
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**Renewal**  
**AOI Corporation**

**Please sign, date and return within 5 days of receipt.**

E-mail to: Debbie Winkler  
 dwinkler@lincoln.ne.gov

Company Name:	AOI Corporation
By: (Please Sign)	<i>Pam Leupold</i>
By: (Please Print)	Pam Leupold
Title:	Account Manager
Company Address:	8320 Cody Drive
Company Phone & Fax:	402-476-0055 <del>Fax 402-</del>
E-Mail Address:	pleupold@aoicorp.com
Date:	1-22-18
Contact Person for Orders or Service	Pam Leupold
Contact Phone Number:	402-560-3866 or

402-476-0055

## City of Lincoln Signature Page

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**AMENDMENT TO CONTRACT  
Annual Supply for Office Seating  
Bid No. 12-249  
City of Lincoln, Lancaster County and  
City of Lincoln-Lancaster County Public Building Commission  
Renewal  
AOI Corporation**

**EXECUTION BY THE CITY OF LINCOLN, NEBRASKA**

ATTEST:

CITY OF LINCOLN, NEBRASKA

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Finance Director

Approved by Directorial Order No. \_\_\_\_\_

dated \_\_\_\_\_

## Lancaster County Signature Page

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**AMENDMENT TO CONTRACT  
Annual Supply for Office Seating  
Bid No. 12-249  
City of Lincoln, Lancaster County and  
City of Lincoln-Lancaster County Public Building Commission  
Renewal  
AOI Corporation**

**EXECUTION BY LANCASTER COUNTY, NEBRASKA**

Contract Approved as to Form:

The Board of County Commissioners of  
Lancaster, Nebraska

\_\_\_\_\_  
Deputy Lancaster County Attorney

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
dated \_\_\_\_\_

**City of Lincoln-Lancaster County Public Building Commission  
Signature Page**

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**AMENDMENT TO CONTRACT  
Annual Supply for Office Seating  
Bid No. 12-249  
City of Lincoln, Lancaster County and  
City of Lincoln-Lancaster County Public Building Commission  
Renewal  
AOI Corporation**

**EXECUTION BY LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION**

ATTEST:

\_\_\_\_\_  
Public Building Commission Attorney

\_\_\_\_\_  
Chairperson, Public Building Commission

dated \_\_\_\_\_





ONE TOWER SQUARE  
HARTFORD, CT 06183

**WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY**

**ENDORSEMENT WC 00 03 13 (00) -01**

POLICY NUMBER: (DTNUB-2789C68-8 )

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

**SCHEDULE**

**DESIGNATED PERSON:**

**DESIGNATED ORGANIZATION:**

**ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS  
AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO  
FURNISH THIS WAIVER.**

DATE OF ISSUE: 08-23-16

ST ASSIGN:



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CONTRACTORS XTEND ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |  |   |
|--|---|
| <ul style="list-style-type: none"> <li>A. Aircraft Chartered With Pilot</li> <li>B. Damage To Premises Rented To You</li> <li>C. Increased Supplementary Payments</li> <li>D. Incidental Medical Malpractice</li> <li>E. Who Is An Insured – Newly Acquired Or Formed Organizations</li> <li>F. Who Is An Insured – Broadened Named Insured – Unnamed Subsidiaries</li> <li>G. Blanket Additional Insured – Owners, Managers Or Lessors Of Premises</li> </ul> | <ul style="list-style-type: none"> <li>H. Blanket Additional Insured – Lessors Of Leased Equipment</li> <li>I. Blanket Additional Insured – States Or Political Subdivisions – Permits</li> <li>J. Knowledge And Notice Of Occurrence Or Offense</li> <li>K. Unintentional Omission</li> <li>L. Blanket Waiver Of Subrogation</li> <li>M. Amended Bodily Injury Definition</li> <li>N. Contractual Liability – Railroads</li> </ul> |
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### PROVISIONS

#### A. AIRCRAFT CHARTERED WITH PILOT

The following is added to Exclusion **g.**, **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

This exclusion does not apply to an aircraft that is:

- (a) Chartered with a pilot to any insured;
- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

#### B. DAMAGE TO PREMISES RENTED TO YOU

1. The first paragraph of the exceptions in Exclusion **j.**, **Damage To Property**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is deleted.
2. The following replaces the last paragraph of Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A. BODILY**

### INJURY AND PROPERTY DAMAGE LIABILITY:

Exclusions **c.** and **g.** through **n.** do not apply to "premises damage". Exclusion **f.(1)(a)** does not apply to "premises damage" caused by:

- a. Fire;
- b. Explosion;
- c. Lightning;
- d. Smoke resulting from such fire, explosion, or lightning; or
- e. Water;

unless Exclusion **f.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by another endorsement to this Coverage Part that has Exclusion – All Pollution Injury Or Damage or Total Pollution Exclusion in its title.

A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of **SECTION III – LIMITS OF INSURANCE**.



## COMMERCIAL GENERAL LIABILITY

### 3. The following replaces Paragraph 6. of **SECTION III – LIMITS OF INSURANCE**:

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will apply to all "property damage" proximately caused by the same "occurrence", whether such damage results from: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water; or any combination of any of these causes.

The Damage To Premises Rented To You Limit will be:

- a. The amount shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part; or
  - b. \$300,000 if no amount is shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part.
4. The following replaces Paragraph a. of the definition of "insured contract" in the **DEFINITIONS** Section:
- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";
5. The following is added to the **DEFINITIONS** Section:
- "Premises damage" means "property damage" to:
- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
  - b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.
6. The following replaces Paragraph 4.b.(1)(b) of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:
- (b) That is insurance for "premises damage"; or
7. Paragraph 4.b.(1)(c) of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is deleted.

### C. INCREASED SUPPLEMENTARY PAYMENTS

1. The following replaces Paragraph 1.b. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGE**:
  - b. Up to \$2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
2. The following replaces Paragraph 1.d. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGES**:
  - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

### D. INCIDENTAL MEDICAL MALPRACTICE

1. The following is added to the definition of "occurrence" in the **DEFINITIONS** Section:

"Occurrence" also means an act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person.
2. The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Paragraph (1)(d) above does not apply to "bodily injury" arising out of providing or failing to provide:

  - (i) "Incidental medical services" by any of your "employees" who is a nurse practitioner, registered nurse, licensed practical nurse, nurse assistant, emergency medical technician or paramedic; or
  - (ii) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.



**G. BLANKET ADDITIONAL INSURED – OWNERS, MANAGERS OR LESSORS OF PREMISES**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution of that contract or agreement; and
- b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

- a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations, whichever are less.
- b. The insurance provided to such premises owner, manager or lessor does not apply to:
  - (1) Any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
  - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, lessor or manager.
- c. The insurance provided to such premises owner, manager or lessor is excess over any valid and collectible other insurance available to such premises owner, manager or lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.

**H. BLANKET ADDITIONAL INSURED – LESSORS OF LEASED EQUIPMENT**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution of that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

- a. The limits of insurance provided to such equipment lessor will be the minimum limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations, whichever are less.
- b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense that is committed, after the equipment lease expires.
- c. The insurance provided to such equipment lessor is excess over any valid and collectible other insurance available to such equipment lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.

**I. BLANKET ADDITIONAL INSURED – STATES OR POLITICAL SUBDIVISIONS – PERMITS**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any state or political subdivision that has issued a permit in connection with operations performed by you or on your behalf and that you are required

by any ordinance, law or building code to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of such operations.

The insurance provided to such state or political subdivision does not apply to:

- a. Any "bodily injury," "property damage," "personal injury" or "advertising injury" arising out of operations performed for that state or political subdivision; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

**J. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE**

The following is added to Paragraph 2., **Duties In The Event of Occurrence, Offense, Claim or Suit**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

- e. The following provisions apply to Paragraph a. above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II – Who Is An Insured:

- (1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture or limited liability company) or any "employee" authorized by you to give notice of an "occurrence" or offense.

- (2) If you are a partnership, joint venture or limited liability company, and none of your partners, joint venture members or managers are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:

- (a) Any individual who is:
  - (i) A partner or member of any partnership or joint venture;

- (ii) A manager of any limited liability company; or
- (iii) An executive officer or director of any other organization;

that is your partner, joint venture member or manager; or

- (b) Any "employee" authorized by such partnership, joint venture, limited liability company or other organization to give notice of an "occurrence" or offense.

- (3) Notice to us of such "occurrence" or of an offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraphs e. (1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this Coverage Part includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.

**K. UNINTENTIONAL OMISSION**

The following is added to Paragraph 6., **Representations**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

**L. BLANKET WAIVER OF SUBROGATION**

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:



## COMMERCIAL GENERAL LIABILITY

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal injury" or "advertising injury" caused by an offense that is committed;

subsequent to the execution of that contract or agreement.

### M. AMENDED BODILY INJURY DEFINITION

The following replaces the definition of "bodily injury" in the **DEFINITIONS** Section:

3. "Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

### N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph c. of the definition of "insured contract" in the **DEFINITIONS** Section:
  - c. Any easement or license agreement;
2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

### **PROVISIONS**

1. The following is added to Paragraph A.1.c., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in **SECTION II**.

2. The following is added to Paragraph B.5., **Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph a. and paragraph d. of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

## **BLANKET ADDITIONAL INSURED (CONTRACTORS)**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. WHO IS AN INSURED – (Section II) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:
  - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
  - b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
  - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
  - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
    - i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
    - ii. Supervisory, inspection, architectural or engineering activities.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
4. As a condition of coverage provided to the additional insured by this endorsement:
  - a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
    - c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.





## COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
  - ii. The names and addresses of any injured persons and witnesses; and
  - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b)** If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
  - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c)** The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d)** The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.

- 5.** The following definition is added to SECTION V. – DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

<b>Commercial General Liability - Contractors</b>
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**ISO Simplified Commercial General Liability Coverage Form**

Coverage	Limits
Aggregate Limits of Liability	General Aggregate (Other than Products/Completed Operations) \$2,000,000 Products/Completed Operations Aggregate \$2,000,000
Personal & Advertising Injury Liability	Each Person (Subject to General Aggregate) \$1,000,000
Each Occurrence Limit	Combined Single Limit Bodily Injury & Property Damage (Subject to Products/Completed Operations and General Aggregate) \$1,000,000
Damage To Premises Rented To You Limit	Any One Premises \$300,000
Medical Expense Limit	Any One Person \$10,000

Liability Deductible	Deductible Amount	Loss Type
Property Damage Deductible	\$2,500 Prod/Compl Ops and Prem/Ops	Loss and ALAE

**Coverage A Bodily Injury and Property Damage Liability**

Premises/Operations  
 Products/Completed Operations  
 Contractual Liability  
 Liquor Liability  
 Non-Owned Watercraft  
 Damage To Premises Rented To You  
 Employees as Insureds  
 Incidental Medical Malpractice - Named Insured  
 Limited Worldwide Products Liability  
 Newly Acquired or Formed Organizations - 180 Days

**Coverage B Personal and Advertising Injury Liability****Coverage C Medical Payments****Contractors Liability Program Highlights**

Aircraft Chartered With Pilot  
 Damage To Premises Rented To You Extension  
 · Perils if fire, explosion, lightning, smoke, water  
 · Limit increase to \$300,000  
 Increased Supplementary Payments  
 · Cost for bail bonds increased to \$2,500

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- Loss of earnings increased to \$500 per day
- Incidental Medical Malpractice  
Who Is An Insured – Newly Acquired Or Formed Organizations  
Who Is An Insured - Broadened Named Insured – Unnamed Subsidiaries  
Blanket Additional Insured – Owners, Managers or Lessors of Premises  
Blanket Additional Insured – Lessors Of Leased Equipment  
Blanket Additional Insured - States or Political Subdivisions – Permits  
Knowledge and Notice of Occurrence or Offense  
Unintentional Omission  
Blanket Waiver of Subrogation  
Amended Bodily Injury Definition  
Contractual Liability - Railroads

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## Commercial General Liability Forms

COMMERCIAL GENERAL LIABILITY COV FORM	CG 00 01
TEXAS CHANGES	CG 01 03
NEW YORK CHANGES-PREMIUM AUDIT	CG 01 04
KS AND OK CHANGES-TRANSFER OF RIGHTS	CG 01 09
MN CHANGES - CONTRACTUAL LIABILITY EXCL	CG 01 22
WI CHANGES-AMEND OF POLICY CONDITIONS	CG 01 24
SOUTH DAKOTA CHANGES	CG 01 44
MICHIGAN CHANGES	CG 01 68
UTAH CHANGES	CG 01 86
MINNESOTA CHANGES	CG 26 05
NY CHANGES-TRANSFER OF DUTIES	CG 26 21
MO CHANGES-GUARANTY ASSOCIATION	CG 26 25
MINNESOTA CHANGES - DUTIES CONDITION	CG 26 81
EXCLUSION-LEAD	CG D0 76
EXCLUSION-DISCRIMINATION	CG D1 42
COV FOR BI-CO-EMPLOY OR OTHER VOLUNTEER	CG D1 54
AMEND-POLL EXCL-INCL LTD COV POLL COST	CG D1 73
AMEND-NON CUMULATION OF EACH OCC	CG D2 03
EXCL-EXTERIOR INSULATION & FINISH SYSTEM	CG D2 04
DESIGNATED PROJECTS(S) GEN AGGR LIMIT	CG D2 11
EXCLUSION -SILICA OR SILICA-RELATED DUST	CG D2 40
EXCLUSION - WAR	CG D2 42
FUNGI OR BACTERIA EXCLUSION	CG D2 43
BLANKET ADDITIONAL INSURED (CONTRACTORS)	CG D2 46
ADD'L INS ENGS, ARCHITECTS, SURVEYORS	CG D2 70
EMPLOYMENT-RELATED PRACTICES EXCLUSION	CG D2 88
EXCL-CONSTR MAN ERRORS AND OMISSIONS	CG D2 93
DEDUCTIBLE LIABILITY INSURANCE	CG D3 05
CONTRACTORS XTEND ENDORSEMENT	CG D3 16
EXCL-SUITS ONE NAMED INS AGAINST ANOTHER	CG D3 22
EXCLUSION - UNSOLICITED COMMUNICATION	CG D3 26
MOBILE EQUIP REDEFINED-EXCL OF VEHICLES	CG D3 56
EXCL-PROJ SUBJ TO WRAP-UP-LTD EXCEPTIONS	CG D3 91
AMEND OTHER INS COND MEAN OTHER INS/INSR	CG D4 20
AMEND COVERAGE B - PERS & ADV INJURY	CG D4 71
EXCL - ARCHITECT/ENG/SURVEY PROF SERV	CG D5 46
EXCL-VIOLATION OF CONSUMER FIN PROT LAWS	CG D6 18
EXCL-ACCESS OR DISCL OF CONF/PERS INFO	CG D7 46
INDIANA CHANGES-DEFINITION OF POLLUTANTS	CG F1 19
MISSOURI CHGS - DEFINITION OF POLLUTANTS	CG F2 50
NEW YORK CHGS - CGL COVERAGE FORM	CG F2 63
COMM'L GENERAL LIABILITY DEC	CG T0 01
DECLARATIONS PREMIUM SCHEDULE	CG T0 07
KEY TO DECLARATIONS PREMIUM SCHEDULE	CG T0 08
EMPLOYEE BENEFITS LIAB COV PART DEC	CG T0 09
TABLE OF CONTENTS	CG T0 34
EMPLOYEE BENEFITS LIAB TABLE OF CONTENTS	CG T0 43
EMPLOYEE BENEFITS LIABILITY COV FORM	CG T1 01
EXCLUSION-ASBESTOS	CG T4 78
EXC-HAZARD-CONNECTED DESIGNATED EXPOSURE	CG T4 81
NUCLEAR ENERGY LIABILITY EXCLUSION	IL 00 21
COMMON POLICY CONDITIONS	IL T0 01
DESIGNATED ENTITY - NOC PROV BY US - 30 DAYS	IL T4 05
AMNDT COMMON POLICY COND-PROHIBITED COVG	IL T4 12
CAP ON LOSSES CERTIFIED ACT OF TERRORISM	IL T4 14

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Page 18

Date of Proposal:

Print Date: 07/24/17

**Commercial Automobile**

**ISO Business Automobile Coverage Form**

Coverage	Auto Symbols	Limits
Liability	1	\$1,000,000 any one accident
Medical Payments	2	\$10,000 Each Insured
Um Bi & Pd/Underinsured Motorist	2	As Elected. Named Insured will be required to complete Uninsured and Underinsured election forms (for all states that have an election form), prior to the effective date of the policy.
Comprehensive	8, 10	ACV less deductible
Collision	8, 11	ACV less deductible

**Deductible Schedule**

Vehicle Type	Comprehensive	Collision
Private Passenger	\$1,000	\$1,000
Light Truck	\$1,000	\$1,000
Medium Truck	\$1,000	\$1,000
Heavy Truck	\$1,000	\$1,000
Trailer	\$1,000	\$1,000

**Amendments:**

COLLISION COVERAGE APPLIES TO ALL OWNED AUTOS EXCEPT:

1999 FORD ECONOLINE VAN 1FTPE24LOXHA30627  
 2000 FORD ECONOLINE VAN 1FTNE24LXYHA50070

COMPREHENSIVE COVERAGE APPLIES TO ALL OWNED AUTOS EXCEPT:

1999 FORD ECONOLINE VAN 1FTPE24LOXHA30627  
 2000 FORD ECONOLINE VAN 1FTNE24LXYHA50070

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- **HIRED CAR PHYSICAL DAMAGE** CA T0 03
 

ESTIMATED ANNUAL COST OF HIRE	\$50,000
COMPREHENSIVE DEDUCTIBLE	\$1,000
COLLISION DEDUCTIBLE	\$1,000
  
- **LESSOR – ADDITIONAL INSURED  
AND LOSS PAYEE** CA 20 01
 

“ADDITIONAL INSURED (LESSOR)”: ANY "AUTO" LEASED FOR A PERIOD OF SIX MONTHS OR MORE UNDER A LEASING CONTRACT OR AGREEMENT THAT REQUIRES YOU TO PROVIDE DIRECT PRIMARY INSURANCE FOR THE LESSOR.
  
- **LOSS PAYABLE CLAUSE -  
BLANKET LOSS PAYEE** CA T4 45
  
- **COMMON POLICY CONDITIONS** IL T0 01
  
  
- **END FOR MC POL OF INS FOR PUBLIC LIAB** MCS90
- **COVERAGE FOR CERTAIN OPERATIONS IN CONNECTION** CA 20 70
- **BA/AD/MC COV PART SUPPL SCH - ITEM TWO** CA T0 30
- **SHRT TRM HRD AUTO - ADDT'L INSD LS PAYEE** CA T4 52
- **AMENDMENT OF EMPLOYEE DEFINITION** CA T4 59
- **BLANKET ADDITIONAL INSURED – PRIMARY AND NONCONTRIBUTORY WITH  
OTHER INSURANCE** CA T4 74
- **BUSINESS AUTO COVERAGE FORM** CA 00 01
- **FELLOW EMPLOYEE COVERAGE** CA 20 55
- **NE UM AND UIM COVERAGE** CA 21 70
- **POLL LIAB-BUS AUTO/MOTOR CARRIER COV FRM** CA 99 48
- **DESIGNATED ENTITY - NOC PROV BY US - 30 DAYS** IL T4 05
- **AMNDT COMMON POLICY COND-PROHIBITED COVG** IL T4 12
- **NUCLEAR ENERGY LIABILITY EXCL** IL 00 21

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- **BUSINESS AUTO EXTENSION ENDORSEMENT**
  - A. Broad Form Named Insured
  - B. Blanket Additional Insured
  - C. Employee Hired Auto
  - D. Employees As Insured
  - E. Supplementary Payments- Increased Limits
  - F. Hired Auto – Limited Worldwide Coverage – Indemnity Basis
  - G. Waiver Of Deductible – Glass
  - H. Hired Auto Physical Damage – Loss Of Use – Increased Limit
  - I. Physical Damage – Transportation Expenses – Increased Limit
  - J. Personal Property
  - K. Airbags
  - L. Notice And Knowledge Of Accident Or Loss
  - M. Blanket Waiver Of Subrogation
  - N. Unintentional Errors Or Omissions

**Rating Schedule**

Vehicle Type	Liability		Physical Damage			
	# of Vehs	Rate	Comprehensive		Collision	
# of Vehs			Rate	# of Vehs	Rate	
Private Passenger	1		1		1	
Light Truck	24		22		22	
Medium Truck	1		1		1	
Heavy Truck	3		3		3	
Trailer	8		8		8	
Total # of Vehs	37		35		35	
Total Premium						

**Miscellaneous Premium:**

**Gross Premium:**

This policy will be rated by vehicle type. No mid-year paperwork is required for vehicle additions, changes, or deletions. After the completion of the policy term, a premium adjustment will be made for such changes. Potential vehicle suspensions are already contemplated in the above pricing, and no additional adjustments, either during the policy period, or at audit will be made for vehicle suspensions.

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