

AMENDMENT TO CONTRACT
Annual Supply
Workstations and Accessories
Bid No. 17-140
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal with Price Increase
AOI

This Amendment is hereby entered into by and between AOI, 8320 Cody Dr., 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 August 10, 2017 executed under City Directorial Order No. 17628, and County Contract C-17-0645, dated August 15, 2017, and executed by the City of Lincoln-Lancaster County Public Building Commission, on September 12, 2017, for Annual Supply - Workstations and Accessories, Bid No. 17-140, which is made a part of this amendment by this reference.

WHEREAS, the original term of the Contract is September 12, 2017 through September 11, 2018, with the option to renew for three (3) additional one (1) year terms upon written mutual consent by all parties; and

WHEREAS, the parties hereby renew the Contract for an additional one (1) year term beginning September 12, 2018 through September 11, 2019; and

WHEREAS, the parties hereby amend the Contract to reflect a price increase for the items listed per Attachment A; and

WHEREAS, the expenditures for the City of Lincoln for the term of this renewal shall not exceed \$38,000.00 without approval by the City of Lincoln; and

WHEREAS, the expenditures for Lancaster County for the term of this renewal shall not exceed \$12,000.00 without approval by the Lancaster County Board; and

WHEREAS, the expenditures for the City of Lincoln-Lancaster County Public Building Commission for the term of this renewal shall not exceed \$500.00 without approval by the Public Building Commission; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract under City Directorial Order No. 17628 and County Contract C-17-0645, all amendments thereto, and as stated herein, the parties agree as follows:

- 1) The parties hereby renew the Contract for an additional one (1) year term beginning September 12, 2018 through September 11, 2019.
- 2) The parties hereby amend the Contract to reflect a price increase for the items listed per Attachment A.
- 3) The expenditures for the City of Lincoln for the term of this renewal shall not exceed \$38,000.00 without approval by the City of Lincoln.
- 4) The expenditures for Lancaster County for the term of this renewal shall not exceed \$12,000.00 without approval by the Lancaster County Board.
- 5) The expenditures for the City of Lincoln-Lancaster County Public Building Commission for the term of this renewal shall not exceed \$500.00 without approval by the Public Building Commission.
- 6) 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

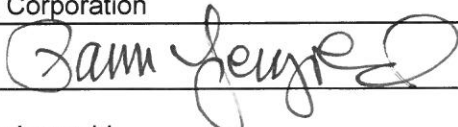
City of Lincoln-Lancaster County Public Building Commission Signature Page

Vendor Signature Page

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Bid No. 17-140
City of Lincoln, Lancaster County and
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Renewal with Price Increase
AOI**

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

Mail to: City/County Purchasing
Attn: Brianne Crooks
440 So. 8th St., Ste. 200
Lincoln, NE 68508
Or email to: bcrooks@lincoln.ne.gov

Company Name:	AOI Corporation
By: (Please Sign)	
By: (Please Print)	Pam Leupold
Title:	Account Manager
Company Address:	8320 Cody Dr., Lincoln, NE 68512
Company Phone & Fax:	402-476-0055 / 402-896-9445 (fax)
E-Mail Address:	pleupold@aoicorp.com
Date:	08/27/2018
Contact Person for Orders or Service	Dan Trout - Service Manager
Contact Phone Number:	402-889-2168

City of Lincoln Signature Page

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Annual Supply
Workstations and Accessories
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Renewal with Price Increase
AOI**

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

City Clerk

CITY OF LINCOLN, NEBRASKA

Chris Beutler, Mayor

Approved by Executive Order No. _____

dated _____

Lancaster County Signature Page

**AMENDMENT TO CONTRACT
Annual Supply
Workstations and Accessories
Bid No. 17-140
City of Lincoln, Lancaster County and
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Renewal with Price Increase
AOI**

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**

**AMENDMENT TO CONTRACT
Annual Supply
Workstations and Accessories
Bid No. 17-140
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal with Price Increase
AOI**

EXECUTION BY LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

ATTEST:

Public Building Commission Attorney

Chairperson, Public Building Commission

dated _____

August 22, 2018

Rachelle Hinze
City of Lincoln
555 S. 10th Street
Lincoln, NE 68508RE: Humanscale Contract Pricing – City of Lincoln
*Pricing based on current price list dated August 1, 2018

	QTY	Description	Unit Price	Extended Amount
36.	1	Model# 6G90090HG22 6G Black Mechanism / 900 - Std. Platform / 90 - 8.5" Clip Mouse High Clip Mouse 19" Gel w/ Synt. Leather Cvr Std 21.625" Track	\$178.60	\$178.60
37.	1	Model# 6FB500G2714 6FB Float Keyboard System Mechanism Black / 500 - Big Platform 27" Gel w/ Lycra 14" Track	\$142.50	\$142.50
38.	1	Model# M8CB1W M8 Monitor Arm Clamp Mount Black w/ Black Trim Fixed Angled Link/Dynamic Link Long Crossbar for 2 Monitors Standard 100mm x 100mm Black - also with 75x75 Standard packaging for orders of 3 or more	\$285.00	\$285.00
39.	1	Model# MF22B22 MFflex for M2 Arms Bracket for 2 Monitors Black with Black Trim 8" Straight Link/Dynamic Link 8" Straight Link/Dynamic Link Skipped Option	\$235.22	\$235.22
40.	1	Model# M2CB1S M2 Monitor Arm Clamp Mount Black with Black Trim Fixed Angled Link/Dynamic Link Standard Ball Joint Standard 100mm x 100mm Black - also with 75x75 Standard packaging for orders of 3 or more	\$133.00	\$133.00
41.	1	Model# M8CB1S M8 Monitor Arm Clamp Mount, Black w/ Black Trim	\$205.20	\$205.20

AOI
CONSTRUCT | FURNISH402.896.5520
Fax 402.896.9445workingtogether@
aoicorp.com

		Fixed Angled Link/Dynamic Link Standard Ball Joint Standard 100mm x 100mm Black - also with 75x75		
42.	1	Model# FNBM433054BLF Float Table Black Mounted For 48-54" Wide x 30" Deep Tops 30"D x 54"W Laminate Top Black Flat Edge	\$1174.50	\$1174.50
43.	1	Model# FNBM633072BLF Float Table Black Mounted For 60-72" Wide x 30" Deep Tops 30"D x 72"W Laminate Top Black Flat Edge	\$1242.00	\$1242.00
60.	1	Model# QSBH30FNN Quickstand Base Black Heavy Monitor Mount (Sgl Scrn) 30" Large Platform Freestanding Base No Cables	\$607.50	\$607.50
61.	1	Model# QSBC30FNN Quickstand Base Black Std Crossbar Monitor Mount (Dual Scrn) 30" Large Platform Freestanding Base No Cables	\$635.00	\$635.00
62.	1	Model# QSBW30FNN Quickstand Base Black Wide Crossbar Monitor Mount (Dual Scrn) 30" Large Platform Freestanding Base No Cables	\$642.50	\$642.50
63.	1	Model# QSLBHC Quickstand Lite Base Black Heavy Mount for 1 Monitor from 12-22 lbs Clamp Mount	\$449.50	\$449.50

1	Model# QSLBWC Quickstand Life Base Black Wide Crossbar Mount for 2 Monitors up to 27"W Clamp Mount	\$484.50	\$484.50
1.	Labor to receive, deliver, and install 1 Height-Adjustable Float Table	\$168.00	\$168.00
2.	Labor to receive, deliver, and install single monitor arm	\$70.00	\$70.00
3.	Labor to receive, deliver, and install 1 keyboard tray	\$70.00	\$70.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/30/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

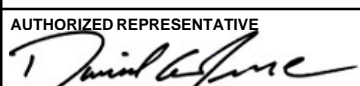
PRODUCER The Harry A. Koch Co. P.O. Box 45279 Omaha NE 68145-0279	CONTACT NAME: PHONE (A/C, No, Ext): 402-861-7000		FAX (A/C, No):
	E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A: Travelers Indemnity Company			25658
INSURER B: Charter Oak Fire Insurance Co.			25615
INSURER C: The Phoenix Insurance Co			25623
INSURER D: Travelers Indemnity Company of America			25666
INSURER E:			
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** 503178293 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 2500 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CO5355R886	8/6/2018	8/6/2019	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300000 MED EXP (Any one person) \$ 10000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000 \$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			8105355R886	8/6/2018	8/6/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10000			CUP2792C122	8/6/2018	8/6/2019	EACH OCCURRENCE \$ 9000000 AGGREGATE \$ 9000000 \$
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB8K467132	8/6/2018	8/6/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1000000 E.L. DISEASE - EA EMPLOYEE \$ 1000000 E.L. DISEASE - POLICY LIMIT \$ 1000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 City of Lincoln &/or Lancaster County &/or City of Lincoln/Lancaster County Public Building Commission are additional insured for general liability, including products and completed operations, and auto liability if required by written contract executed prior to loss. The general liability, auto, and workers' compensation policies have been endorsed to provide 30 days notice of cancellation, except for cancellation for nonpayment of premium, in which case 10 days notice of cancellation will be provided. Waiver of Subrogation applies for workers compensation if required by written contract executed prior to loss.

CERTIFICATE HOLDER City of Lincoln &/or Lancaster County &/or City of Lincoln/Lancaster County Public Building Commission 555 South 10th Street Lincoln NE 68508	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ONE TOWER SQUARE
HARTFORD, CT 06183

**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 00 03 13 (00) -01

POLICY NUMBER: **UB8K467132**

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.**

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.

- A. Aircraft Chartered With Pilot
- B. Damage To Premises Rented To You
- C. Increased Supplementary Payments
- D. Incidental Medical Malpractice
- E. Who Is An Insured – Newly Acquired Or Formed Organizations
- F. Who Is An Insured – Broadened Named Insured – Unnamed Subsidiaries
- G. Blanket Additional Insured – Owners, Managers Or Lessors Of Premises
- H. Blanket Additional Insured – Lessors Of Leased Equipment
- I. Blanket Additional Insured – States Or Political Subdivisions – Permits
- J. Knowledge And Notice Of Occurrence Or Offense
- K. Unintentional Omission
- L. Blanket Waiver Of Subrogation
- M. Amended Bodily Injury Definition
- N. Contractual Liability – Railroads

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.

3. The following is added to Paragraph 5. of **SECTION III – LIMITS OF INSURANCE:**

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

"Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The insurance is excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" or "volunteer workers" for "bodily injury" that arises out of providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following replaces Paragraph 4. of **SECTION II – WHO IS AN INSURED:**

4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, of which you are the sole owner or in which you maintain the majority ownership interest, will qualify as a Named Insured if there is no other insurance which provides similar coverage to that organization. However:

a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it, and we agree in writing that it will continue to be a Named Insured until the end of the policy period;

b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

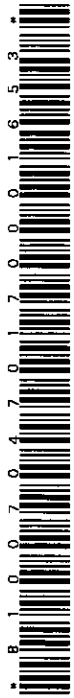
c. Coverage B does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

F. WHO IS AN INSURED – BROADENED NAMED INSURED – UNNAMED SUBSIDIARIES

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

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if you maintain an ownership interest of more than 50% in such subsidiary on the first day of the policy period.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such subsidiary.



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.

Commercial General Liability - Contractors

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

Consult Policy for Actual Terms and Conditions



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

Consult Policy for Actual Terms and Conditions

- **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

Consult Policy for Actual Terms and Conditions

- **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.

Consult Policy for Actual Terms and Conditions