

AMENDMENT TO CONTRACT
Unit Price
Audio/Visual Repair and Replacement Services
Bid No. 16-287
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
CONCEPTS AV Integration

This Amendment is hereby entered into by and between CONCEPTS AV Integration, 4610 South 133rd Street, Suite 106, Omaha, NE 68137 (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 March 2, 2017 executed under City Resolution No. 90266, and County Contract C-17-0164, dated February 21, 2017, and executed by the City of Lincoln-Lancaster County Public Building Commission, on January 10, 2017, for Unit Price – Audio/Visual Repair and Replacement Services, Bid No. 16-287, which is made a part of this amendment by this reference.

WHEREAS, the original term of the Contract is March 1, 2017 through February 28, 2019, with the option to renew for two (2) additional two (2) year terms upon written mutual consent by all parties; and

WHEREAS, the parties hereby renew the Contract for an additional two (2) year term beginning March 1, 2019 through February 28, 2021; and

WHEREAS, the parties hereby agree that CONCEPTS AV Integration will drop to a Level 1 Contractor beginning March 1, 2019, per Attachment A; and

WHEREAS, the expenditures for the City of Lincoln for the term of this renewal shall not exceed \$135,000.00 for contracts without approval by the City of Lincoln; and

WHEREAS, the expenditures for Lancaster County for the term of this renewal shall not exceed \$135,000.00 for contracts 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 \$50,000.00 for contracts without approval by the Public Building Commission; and

WHEREAS, the parties hereby amend the contract to replace Paragraph No. 9 of the Contract with the following language:

OWNER INCLUSION. It is understood and agreed by all parties that "Owner/s" shall include the City of Lincoln, Lancaster County, and the Lincoln-Lancaster County Public Building Commission. Whenever a singular entity is referenced (i.e., "the City" or "the County" or "Building Commission") in the Contract, which includes the instructions to bidders, specifications, insurance requirements, bonds, terms and conditions, or any other documents which are a part of the Contract, it shall mean the "Owners" encompassing the City of Lincoln, Lancaster County, and the Lincoln-Lancaster County Public Building Commission. Notwithstanding the foregoing, the duties and obligations of the City of Lincoln, Lancaster County, and the Lincoln-Lancaster County Public Building Commission pursuant to the Contract shall be treated as divisible and severable duties and obligations, and default by any one of the Owners shall not be attributed to any other of the Owners, but shall remain the sole obligation of the defaulting entity.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract under City Resolution 90266 and County Contract C-17-0164, all amendments thereto, and as stated herein, the parties agree as follows:

- 1) The parties hereby renew the Contract for an additional two (2) year term beginning March 1, 2019 through February 28, 2021.
- 2) The parties hereby agree that CONCEPTS AV Integration will drop to a Level 1 Contractor beginning March 1, 2019, per Attachment A.
- 3) The expenditures for the City of Lincoln for the term of this renewal shall not exceed \$135,000.00 for Contracts without approval by the City of Lincoln.
- 4) The expenditures for Lancaster County for the term of this renewal shall not exceed \$135,000.00 for Contracts 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 \$50,000.00 for Contracts without approval by the Public Building Commission.
- 6) The parties hereby amend the contract to replace Paragraph No. 9 of the Contract with the following language: OWNER INCLUSION. It is understood and agreed by all parties that "Owner/s" shall include the City of Lincoln, Lancaster County, and the Lincoln-Lancaster County Public Building Commission. Whenever a singular entity is referenced (i.e., "the City" or "the County" or "Building Commission") in the Contract, which includes the instructions to bidders, specifications, insurance requirements, bonds, terms and conditions, or any other documents which are a part of the Contract, it shall mean the "Owners" encompassing the City of Lincoln, Lancaster County, and the Lincoln-Lancaster County Public Building Commission. Notwithstanding the foregoing, the duties and obligations of the City of Lincoln, Lancaster County, and the Lincoln-Lancaster County Public Building Commission pursuant to the Contract shall be treated as divisible and severable duties and obligations, and default by any one of the Owners shall not be attributed to any other of the Owners, but shall remain the sole obligation of the defaulting entity.
- 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

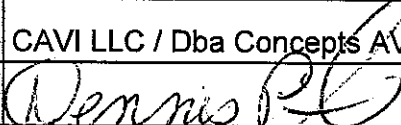
City of Lincoln-Lancaster County Public Building Commission Signature Page

Vendor Signature Page

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Unit Price
Audio/Visual Repair and Replacement Services
Bid No. 16-287
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
CONCEPTS AV Integration

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

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

| | |
|---|---|
| Company Name: | CAVI LLC / Dba Concepts AV Integration |
| By: (Please Sign) |  |
| By: (Please Print) | Dennis Pitzl |
| Title: | President / CEO |
| Company Address: | 4610 S. 133rd Street, Omaha. NE 68137 |
| Company Phone & Fax: | (402) 298-5011 Fax (402) 991-1760 |
| E-Mail Address: | dennisp@conceptsav.com |
| Date: | 2/27/2019 |
| Contact Person for Orders or Service | Paul Moerke / Dennis Pitzl |
| Contact Phone Number: | (402) 298-5011 |

City of Lincoln Signature Page

**AMENDMENT TO CONTRACT
Unit Price
Audio/Visual Repair and Replacement Services
Bid No. 16-287
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
CONCEPTS AV Integration**

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
Unit Price
Audio/Visual Repair and Replacement Services
Bid No. 16-287
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
CONCEPTS AV Integration**

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
Unit Price
Audio/Visual Repair and Replacement Services
Bid No. 16-287
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
CONCEPTS AV Integration**

EXECUTION BY LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

ATTEST: 

Public Building Commission Attorney



Chairperson, Public Building Commission

dated 2/12/19

CONCEPTS AV INTEGRATION

02/25/2019

Lori Irons
City of Lincoln

To Lori Irons:

Due to the expense of bonding for potential but not confirmed projects, CAVI, LLC wishes to drop to a level one vendor. We understand we will be eligible to do work on projects between 0 and \$9,999.99/

Sincerely,

Gail M. Pitzl
VP Operations/COO
CONCEPTS AV Integration

EMPLOYEE CLASSIFICATION ACT AFFIDAVIT

For the purposes of complying with THE NEBRASKA EMPLOYEE CLASSIFICATION ACT, Nebraska Revised Statutes 48-2901 to 48-2912,

I, Dennis Pitzl, herein below known as the Contractor, state under oath and swear as follows:

- 1. Each individual performing services for the Contractor is properly classified under the Employee Classification Act.
- 2. The Contractor has completed a federal I-9 immigration form and has such form on file for each employee performing services.
- 3. The Contractor has complied with Neb. Rev. Stat. 4-114.
- 4. The Contractor has no reasonable basis to believe that any individual performing services for the Contractor is an undocumented worker.
- 5. The Contractor is not barred from contracting with the state or any political subdivision pursuant to Neb. Rev. Stat. 48-2912 of this Act.
- 6. As the Contractor, I understand that pursuant to the Employee Classification Act a violation of the Act by a contractor is grounds for rescission of the contract by Lancaster County. I understand that pursuant to the Act any contractor who knowingly provides a false affidavit may be subject to criminal penalties and upon a second or subsequent violation shall be barred from contracting with Lancaster County for a period of three years after the date of discovery of the falsehood.

I hereby affirm and swear that the statements and information provided on this affidavit are true, complete and accurate. The undersigned person does hereby agree and represent that he or she is legally capable to sign this affidavit and to lawfully bind the Contractor to this affidavit.

PRINT NAME: Dennis Michael Pitzl
 (First, Middle, Last)

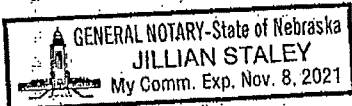
SIGNATURE: *Dennis Pitzl*

TITLE: President / CEO

State of Nebraska)
) ss.
 County of Douglas)

This affidavit was signed and sworn to before me, the undersigned Notary Public, on this 27 day of February, 2019

Jillian Staley
 Notary Public



Certified Statement Pursuant to Neb. Rev. Stat. ' 77-1323

§ 77-1323 Every person, partnership, limited liability company, association, or corporation furnishing labor or material in the repair, alteration, improvement, erection, or construction of any public improvement shall furnish a certified statement to be attached to the contract that all equipment to be used on the project, except that acquired since the assessment date, has been assessed for taxation for the current year, giving the county where assessed.

Pursuant to Neb. Rev. Stat. § 77-1323, I, Dennis Pitzl, do hereby certify that all equipment to be used on UP Audio/Visual Repair and Replacement Services, Bid No. 16-287, except that equipment acquired since the assessment date, has been assessed for taxation for the current year, in Douglas County, Nebraska.

DATED this 27 day of February 2019.

By: Dennis Pitzl
Title: 2/27/19

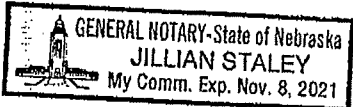
STATE OF NEBRASKA)
COUNTY OF Douglas)ss.
)

On February 27th, 2019, before me, the undersigned Notary Public duly commissioned for and qualified in said County, personally came Dennis Pitzl to me known to be the identical person, whose name is affixed to the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.

Jillian Staley
Notary Public

(SEAL)



POLICY NUMBER: 680-9A138338-19-42

EFFECTIVE DATE: 02/17/2019

ISSUE DATE: 02/15/2019

LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

THIS LISTING SHOWS THE NUMBER OF FORMS, SCHEDULES AND ENDORSEMENTS
BY LINE OF BUSINESS

| | |
|------------------|---|
| IL T0 19 02 05 | COMMON POLICY DECLARATIONS |
| * IL T0 25 08 01 | RENEWAL CERTIFICATE |
| * MP T0 01 02 05 | BUSINESSOWNERS COVERAGE PART DECLARATIONS |
| * IL T8 01 01 01 | FORMS ENDORSEMENTS AND SCHEDULE NUMBERS |
| IL T3 15 09 07 | COMMON POLICY CONDITIONS |

BUSINESSOWNERS

| | |
|------------------|---|
| * MP T0 25 02 05 | SPECIAL PROVISIONS - LOSS PAYEE |
| * CP 12 18 10 12 | LOSS PAYABLE PROVISIONS |
| MP T1 30 02 05 | TABLE OF CONTENTS - BUSINESSOWNERS COVERAGE PART - DELUXE PLAN |
| MP T1 02 02 05 | BUSINESSOWNERS PROPERTY COVERAGE SPECIAL FORM |
| MP T1 78 02 05 | AMENDATORY PROVISIONS - CONTRACTORS |
| * MP T3 63 03 15 | POWER PAC PREMIER ENDORSEMENT |
| MP T3 25 01 15 | FEDERAL TERRORISM RISK INSURANCE ACT DISCLOSURE |
| MP T3 50 11 06 | EQUIPMENT BREAKDOWN - SERVICE INTERRUPTION LIMITATION |
| MP T3 56 02 08 | AMENDATORY PROVISIONS - GREEN BUILDING AND BUSINESS PERSONAL PROP COV ENHANCEMENTS |
| * MP T3 23 08 06 | FUNGUS, ROT, BACTERIA AND OTHER CAUSES OF LOSS CHANGES |
| CP 01 24 07 00 | NEBRASKA CHANGES |

COMMERCIAL GENERAL LIABILITY

| | |
|------------------|--|
| * CG T0 07 04 09 | DECLARATIONS PREMIUM SCHEDULE |
| CG T0 08 07 86 | KEY TO DECLARATIONS PREMIUM SCHEDULE |
| CG T0 34 11 03 | TABLE OF CONTENTS - COMMERCIAL GENERAL LIABILITY COVERAGE FORM CG 00 01 10 01 |
| CG 00 01 10 01 | COMMERCIAL GENERAL LIABILITY COVERAGE FORM |
| CG M1 04 02 05 | AMENDATORY LIABILITY PROVISIONS - CONTRACTORS |
| CG 22 92 12 07 | SNOW PLOW OPERATIONS COVERAGE |
| * CG 24 04 10 93 | WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US |
| CG D2 55 11 03 | AMENDMENT OF COVERAGE - POLLUTION |
| CG D3 09 11 03 | AMENDATORY ENDR- PRODUCTS-COMPLETED OPERATIONS HAZARD |
| CG D4 71 01 15 | AMENDMENT OF COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY |
| * CG M1 06 06 06 | TOTAL GENERAL AGGREGATE LIMIT DESIGNATED PROJECT(S) - GENERAL AGGREGATE LIMIT |
| CG D0 37 04 05 | OTHER INSURANCE - ADDITIONAL INSUREDS |
| CG D1 86 11 03 | XTEND ENDORSEMENT |
| CG D2 03 12 97 | AMEND - NON CUMULATION OF EACH OCC |

* TEXT IN THIS FORM HAS CHANGED, OR THE FORM WAS NOT ON POLICY BEFORE.

POLICY NUMBER: 680-9A138338-19-42

EFFECTIVE DATE: 02/17/2019

ISSUE DATE: 02/15/2019

COMMERCIAL GENERAL LIABILITY (CONTINUED)

| | |
|------------------|---|
| CG D2 46 08 05 | BLANKET ADDITIONAL INSURED (CONTRACTORS) |
| CG D4 13 04 08 | AMEND COVG - POLLUTION-EQUIP EXCEPTION |
| CG D2 43 01 02 | FUNGI OR BACTERIA EXCLUSION |
| CG D2 56 11 03 | AMENDMENT OF COVERAGE - PROPERTY DAMAGE |
| CG D2 88 11 03 | EMPLOYMENT-RELATED PRACTICES EXCLUSION |
| CG D3 26 10 11 | EXCLUSION - UNSOLICITED COMMUNICATION |
| CG D3 56 05 14 | MOBILE EQUIPMENT REDEFINED - EXCLUSION OF VEHICLES SUBJECT TO MOTOR VEHICLE LAWS |
| CG D3 91 08 13 | EXCL-PROJ SUBJ TO WRAP-UP-LTD EXCEPTIONS |
| CG D4 21 07 08 | AMEND CONTRAL LIAB EXCL - EXC TO NAMED INS |
| CG D6 18 10 11 | EXCLUSION - VIOLATION OF CONSUMER FINANCIAL PROTECTION LAWS |
| CG D7 46 01 15 | EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION |
| CG D0 76 06 93 | EXCLUSION - LEAD |
| CG D1 42 01 99 | EXCLUSION - DISCRIMINATION |
| * CG D2 04 12 17 | EXCLUSION - EXTERIOR INSULATION AND FINISH SYSTEM |
| CG D2 40 09 15 | EXCLUSION - SILICA OR SILICA-RELATED DUST |
| CG D2 42 01 02 | EXCLUSION - WAR |
| CG T4 78 02 90 | EXCLUSION - ASBESTOS |

MULTIPLE SUBLINE ENDORSEMENTS

CG T3 33 11 03 LIMITATION WHEN TWO OR MORE POLICIES APPLY

COMMERCIAL INLAND MARINE

| | |
|------------------|---|
| * CM T0 05 01 98 | CONTRACTOR'S EQUIPMENT COVERAGE - DECLARATIONS |
| * CM T0 09 01 88 | INSTALLATION COVERAGE - SPECIAL - DECLARATIONS |
| * CM T8 02 02 19 | GENERAL PURPOSE ENDORSEMENT |
| * CM T8 03 02 19 | GENERAL PURPOSE ENDORSEMENT |
| * CM T8 04 02 19 | GENERAL PURPOSE ENDORSEMENT |
| CM T0 11 08 05 | COMMERCIAL INLAND MARINE COVERAGE PART - TABLE OF CONTENTS |
| CM 00 01 09 04 | COMMERCIAL INLAND MARINE CONDITIONS |
| * CM T8 94 09 93 | LOSS PAYABLE PROVISIONS |
| CM T1 03 01 98 | CONTRACTORS EQUIPMENT - SPECIAL |
| CM T1 07 01 98 | INSTALLATION COVERAGE SPECIAL FORM |
| CM T3 88 08 97 | LIMIT - UNSCHEDULED TOOLS AND EQUIPMENT |
| CM T3 98 01 15 | FEDERAL TERRORISM RISK INSURANCE ACT DISCLOSURE |
| CM 01 25 07 00 | NEBRASKA CHANGES |

INTERLINE ENDORSEMENTS

IL T4 12 03 15 AMNDT COMMON POLICY COND-PROHIBITED COVG

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POLICY NUMBER: 680-9A138338-19-42

EFFECTIVE DATE: 02/17/2019

ISSUE DATE: 02/15/2019

INTERLINE ENDORSEMENTS (CONTINUED)

| | |
|----------------|--|
| IL T4 14 01 15 | CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM |
| IL T3 82 05 13 | EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA |
| IL 00 21 05 02 | NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM) |
| IL 01 22 09 07 | NEBRASKA CHANGES - ACTUAL CASH VALUE |
| IL 01 59 09 07 | NEBRASKA CHANGES - FRAUD OR MISREPRESENTATION |
| IL T3 25 02 93 | NEBRASKA CHANGES - APPRAISAL |

POLICY HOLDER NOTICES

| | | |
|---|----------------|---|
| * | PN T4 54 01 08 | IMPORTANT NOTICE REGARDING INDEPENDENT AGENT AND BROKER COMPENSATION |
| | PN MP 38 01 11 | IMPORTANT NOTICE - JURISDICTIONAL INSPECTIONS |

* TEXT IN THIS FORM HAS CHANGED, OR THE FORM WAS NOT ON POLICY BEFORE.

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.
- 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.
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:

COMMERCIAL GENERAL LIABILITY

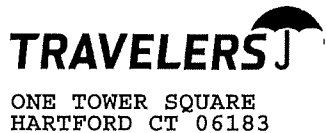
- i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b) If a claim is made or "suit" is brought against the additional 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.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 00 03 13 (00) - 001

POLICY NUMBER: UB-3K122767-19-42-G

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.