

**AMENDMENT TO CONTRACT
Annual Supply - Office Seating
Bid No. 18-117
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
Office Interiors & Design, Inc.**

This Amendment is hereby entered into by and between Office Interiors & Design, Inc., 121 Cherry Hill Blvd., Lincoln, NE 68510 (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 June 19, 2018, executed under City Executive Order No. 91945, and County Contract C-18-0289, dated June 19, 2018, and executed by the City of Lincoln-Lancaster County Public Building Commission, on July 10, 2018, for Office Seating, which is made a part of this amendment by this reference.

WHEREAS, the original term of the Contract is July 10, 2018 through July 9, 2019, with the option to renew for four (4) 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 July 10, 2019 through July 9, 2020; and

WHEREAS, the expenditures for the City of Lincoln for the term of this renewal shall not exceed \$45,000.00 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 \$30,000.00 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 \$5,000.00 for Contracts without approval by the Public Building Commission; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract under City Executive Order No. 91915 and County Contract C-18-0289, 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 July 10, 2019 through July 9, 2020.
- 2) The expenditures for the City of Lincoln for the term of this renewal shall not exceed \$45,000.00 for Contracts without approval by the City of Lincoln.
- 3) The expenditures for Lancaster County for the term of this renewal shall not exceed \$30,000.00 for Contracts without approval by the Lancaster County Board.
- 4) The expenditures for the City of Lincoln-Lancaster County Public Building Commission for the term of this renewal shall not exceed \$5,000.00 for Contracts without approval by the Public Building Commission.
- 5) 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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Renewal
Office Interiors & Design, Inc.

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

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

Company Name:	OFFICE Interiors and Design
By: (Please Sign)	Nancy Kraft
By: (Please Print)	Nancy Kraft
Title:	Director of Workplace Solutions
Company Address:	1401 Dahlberg Drive
Company Phone & Fax:	4024847500
E-Mail Address:	nancy.kraft@oidinc.com
Date:	6/17/2019
Contact Person for Orders or Service	Nancy Kraft
Contact Phone Number:	4024847500

City of Lincoln Signature Page

CONTRACT
Annual Supply - Office Seating
Bid No. 18-117
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
Office Interiors & Design, Inc.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

City Clerk

CITY OF LINCOLN, NEBRASKA

Leirion Gaylor Baird, Mayor

Approved by Executive Order No. _____

dated _____

Lancaster County Signature Page

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Office Interiors & Design, Inc.**

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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Renewal
Office Interiors & Design, Inc.**

EXECUTION BY LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

ATTEST:

Public Building Commission Attorney

Chairperson, Public Building Commission

dated _____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/03/2019

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.

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.

PRODUCER: INSPRO Insurance, P.O. Box 6847, Lincoln, NE 68506, 402 483-4500. CONTACT NAME: Quentin Christensen, PHONE: 402-483-4500, FAX: 402-483-7977, E-MAIL: qchristensen@insproins.com. INSURER(S) AFFORDING COVERAGE: INSURER A: QBE Insurance Corporation (NAIC # 39217), INSURER B: SFM Mutual Insurance Co (NAIC # 11347).

COVERAGES CERTIFICATE NUMBER: 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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR, WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation and Employers' Liability, and Inland Marine.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) City of Lincoln, Nebraska: Lancaster County, Nebraska; Lincoln-Lancaster County Public Building Commission are named as Additional Insured in regards to the general liability and auto coverage. A Waiver of Subrogation applies to the General Liability and Workers Compensation policies.

CERTIFICATE HOLDER: City of Lincoln, Lancaster County, Lincoln-Lancaster County Public Building Commission, 555 S 10th, 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: [Signature]

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED — WHEN REQUIRED BY WRITTEN AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

Paragraph C. Who is an insured in Section II — Liability

- A.** Is amended to include as an additional insured any person or organization when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
 2. In connection with your premises owned or rented to you.
- B.** The limits of insurance applicable to the additional Insured are those specified in the Declarations of this Policy or in the written contract, whichever is lower. These limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.
- C.** Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether that insurance is primary, excess, contingent or on any other basis, unless you and the additional insured have specifically agreed in a written contract or written agreement that this insurance be primary.
- When coverage is provided on a primary basis we will not seek contribution from any other insurance available to the additional insured if a written contract or written agreement requires that this insurance be noncontributory.
- D.** All other terms and conditions of this policy remain unchanged.

SCHEDULE OF FORMS AND ENDORSEMENTS

POLICY NUMBER: BBP0006866-00	EFFECTIVE DATE: 06/23/2019
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<u>NUMBER</u>	<u>TITLE</u>
AH CI 8520 (12-18)	Commercial Insurance Policy Jacket
BP DS 01 (07-13)	Businessowners Policy Declarations
BP DS 01-S (07-13)	Supplemental Declarations Page
BP 00 03 (07-13)	Businessowners Coverage Form
BP IN 01 (07-13)	Businessowners Coverage Form Index
AH IL 8525 (09-17)	Fees And Surcharge Schedule
AH BP 80 04 (09-17)	Lead Liability Exclusion
AH BP 80 13 (09-17)	Businessowners Plus Endorsement
AH BP 80 54 (09-17)	Notice Of Terrorism Insurance Coverage
AH BP 80 57 (09-17)	Exclusion - Sunlamps And Tanning Beds
AH BP 80 58 (09-17)	Pollutants Definition Amendment
AH BP 80 73 (09-17)	Businessowners Enhancement Form
AH BP 80 84 (10-17)	Blanket Additional Insured - When Required By Written Agreement
AH BP 81 86 (09-17)	Asbestos Exclusion
AH BP 81 83 (09-17)	Nuclear, Biological, Chemical and Radiological Hazards Exclusion
AH BP 82 10 (09-17)	Equipment Breakdown Coverage
BP 01 12 (12-17)	Nebraska Changes
BP 04 02 (07-13)	Additional Insured - Managers Or Lessors Of Premises
BP 04 02 (07-13)	Additional Insured - Managers Or Lessors Of Premises
BP 04 17 (01-10)	Employment-related Practices Exclusion
BP 04 19 (07-13)	Amendment - Liquor Liability Exclusion - Exception For Scheduled Premises Or Activities
BP 04 39 (07-02)	Abuse or Molestation Exclusion
BP 04 41 (07-13)	Business Income Changes - Time Period
BP 04 50 (07-13)	Additional Insured - Owners, Lessees Or Contractors - Scheduled Person Or Organization
BP 04 52 (07-13)	Additional Insured - State Or Governmental Agency Or Subdivision Or Political Subdivisions - Permits Or Authorization
BP 04 83 (01-10)	Removal Of Insurance-to-value Provisions
BP 04 97 (01-06)	Waiver Of Transfer Of Rights Of Recovery Against Others To Us
BP 05 01 (07-02)	Calculation Of Premium
BP 05 15 (01-15)	Disclosure Pursuant To Terrorism Risk Insurance Act
BP 05 17 (01-06)	Exclusion - Silica Or Silica-Related Dust
BP 05 23 (01-15)	Cap On Losses From Certified Acts Of Terrorism
BP 05 38 (01-15)	Exclusion Of Other Acts Of Terrorism Committed Outside The United States; Cap On Losses From Certified Acts Of Terrorism
BP 05 42 (01-15)	Exclusion Of Punitive Damages Related To A Certified Act Of Terrorism
BP 05 77 (01-06)	Fungi Or Bacteria Exclusion (Liability)
BP 12 03 (01-10)	Loss Payable Clauses
BP 14 79 (07-13)	Specified Business Personal Property Temporarily Away From Premises

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:	Office Interiors and Design Inc
Endorsement Effective Date:	06/23/2019

SCHEDULE

Name Of Person(s) Or Organization(s):
City of Lincoln and/or Lancaster County and/or City of Lincoln/Lancaster County Public Building Commission 555 S 10th St Lincoln, NE 68508
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Name Of Person Or Organization:
City of Lincoln Lancaster County and/or City of Lincoln/Lancaster County Public Building Commission 555 S 10th St Lincoln, NE 68508
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Paragraph K. **Transfer Of Rights Of Recovery Against Others To Us** in **Section III – Common Policy Conditions** is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

SFM Safe Insurance Company
Workers' Compensation and Employers' Liability Policy

Waiver Of Our Right To Recover From Others Endorsement

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

This endorsement, effective on **12/11/2018** at 12:01 A.M. standard time, forms a part of Policy **094137.202** issued to **Office Interiors and Design Inc.**

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 anyone not named in the Schedule.

SCHEDULE

This waiver of subrogation endorsement applies to the state of Nebraska and the City of Lincoln.

Blanket Waiver: The named insured agrees to waive all rights of subrogation against entities that have contractual requirements for such.