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 & Revision of New Workstations
AOI

This Amendment is hereby entered into by and between AOI, 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 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 Contract was amended by City Executive Order No. 92265, executed by the City on September 10, 2018, and by County Contract C-18-0538 executed by the County Board on September 11, 2018, and executed by the City of Lincoln-Lancaster County Public Building Commission on September 18, 2018, to renew the contract for an additional one (1) year term from September 12, 2018 through September 11, 2019; and

WHEREAS, the Contract was amended by City Executive Order No. 93591, executed by the City on September 16, 2019, and by County Contract C-19-0689 executed by the County Board on September 10, 2019, and executed by the City of Lincoln-Lancaster County Public Building Commission on September 17, 2019, to renew the contract for an additional one (1) year term from September 12, 2019 through September 11, 2020; and

WHEREAS, the parties hereby renew the Contract for an additional one (1) year term beginning September 12, 2020 through September 11, 2021; and

WHEREAS, the parties hereby amend the Contract to reflect revision of new workstations and price increase as listed per Attachment A; and

WHEREAS, the expenditures for the City of Lincoln for the term of this renewal shall not exceed $10,000.00 without approval by the City of Lincoln; and

WHEREAS, the expenditures for Lancaster County for the term of this renewal shall not exceed $8,000.00 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, 2020 through September 11, 2021.

2) The parties hereby amend the Contract to reflect revision of new workstations and price increase as listed per Attachment A.
3) The expenditures for the City of Lincoln for the term of this renewal shall not exceed $10,000.00 without approval by the City of Lincoln.
4) The expenditures for Lancaster County for the term of this renewal shall not exceed $8,000.00 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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AOI

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:	AOI Corporation
By: (Please Sign)	Rebecca Costello
By: (Please Print)	Rebecca Costello
Title:	VP Furniture Sales
Company Address:	8320 Cody Drive, Lincoln NE 68512
Company Phone & Fax:	P: 402-476-0055 F: 402-896-9445
E-Mail Address:	mrossman@aoicorp.com
Date:	08/17/2020
Contact Person for Orders or Service	Megan Rossman Beck
Contact Phone Number:	402-476-0055

City of Lincoln Signature Page

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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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City of Lincoln, Lancaster County and
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EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

_____
Deputy Lancaster County Attorney

The Board of County Commissioners of
Lancaster, Nebraska

_____

_____

_____

_____

_____

dated _____

City of Lincoln-Lancaster County Public Building Commission
Signature Page

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City of Lincoln, Lancaster County and
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Renewal with Price Increase & Revision of New Workstations
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EXECUTION BY LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

ATTEST:

_____ _____
Public Building Commission Attorney Chairperson, Public Building Commission

dated _____

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BILL TO

City of Lincoln
555 S 10 St
AP / AR
Lincoln, NE 68508

ATTN: Rachelle Hinze
Phone: 402-441-8313
Email: rhinze@lincoln.ne.gov

INSTALL AT

City of Lincoln
555 S 10 St
AP / AR
Lincoln, NE 68508

ATTN: Rachelle Hinze
Phone: 402-441-8313
Email: rhinze@lincoln.ne.gov

Pricing Based on Current Price Lists as of 7/28/2020.

Line	Quantity	Description	Unit Price	Extended Amount
1	1.00 Each	D&I-AOI Installation LABOR Labor to receive, deliver, and install 1-Height Adjustable Table	180.00	180.00
2	1.00 Each	D&I-AOI Installation LABOR Labor to receive, deliver, and install 1-Sit to Stand Workstation	180.00	180.00
3	1.00 Each	D&I-AOI Installation LABOR Labor to receive, deliver, and install 1-Monitor Arm	90.00	90.00
4	1.00 Each	D&I-AOI Installation LABOR Labor to receive, deliver, and install 1-Keyboard Tray	90.00	90.00
5	1.00 Each	D&I-AOI Installation LABOR Labor to receive, deliver, and install 1-Wall-Mounted Tech Station	180.00	180.00
6	1.00 Each	D&I-AOI Installation LABOR Deliver and install 2 Leg Height Adjustable Base to Existing Work Surface. Includes cutting surface, and reassembly	270.00	270.00
7	1.00 Each	D&I-AOI Installation LABOR deliver and install 3 leg height adjustable base to existing work surface. Includes cutting and reassembly	360.00	360.00
8	1.00 Each	Herman Miller DU7A.E24C--NNP-SUD-G2-57 @Renew Table Base Kit - 2 Legs, Elec Std Range, 24D, C Foot OPTION: NNP:@no power access OPTION: SUD:@simple up down OPTION: G2:@graphite satin leg with graphite satin foot OPTION: 57:@glides Mark Line For: Hgt Adj Base	1,033.60	1,033.60
9	1.00	Herman Miller	1,033.60	1,033.60

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	Each	DU7A.E30C--NNP-SUD-G2-57 @Renew Table Base Kit - 2 Legs, Elec Std Range, 30D, C Foot OPTION: NNP:@no power access OPTION: SUD:@simple up down OPTION: G2:@graphite satin leg with graphite satin foot OPTION: 57:@glides Mark Line For: Hgt Adj Base		
10	1.00 Each	Herman Miller DV7AT.24E1--STS-G1-57 @Ht Adj Base Kit w/ T-Foot,24" d (23" surf size),electric st OPTION: STS:@simple up/down touch switch OPTION: G1:@graphite leg with graphite foot OPTION: 57:@glides Mark Line For: Hgt Adj Base 2448	665.38	665.38
11	1.00 Each	Herman Miller DV7AT.24E1--STS-G1-57 @Ht Adj Base Kit w/ T-Foot,24" d (23" surf size),electric st OPTION: STS:@simple up/down touch switch OPTION: G1:@graphite leg with graphite foot OPTION: 57:@glides Mark Line For: Hgt Adj Base 2472	665.38	665.38
12	1.00 Each	Herman Miller FV696.48 +Stiffener, 48W Mark Line For: Hgt Adj Base 2472	27.00	27.00
13	1.00 Each	Herman Miller DV7AT.30E1--STS-G1-57 @Ht Adj Base Kit w/ T-Foot,30" d (29" surf size),electric st OPTION: STS:@simple up/down touch switch OPTION: G1:@graphite leg with graphite foot OPTION: 57:@glides Mark Line For: Hgt Adj Base 3048	677.92	677.92
14	1.00 Each	Herman Miller DV7AT.30E1--STS-G1-57 @Ht Adj Base Kit w/ T-Foot,30" d (29" surf size),electric st OPTION: STS:@simple up/down touch switch OPTION: G1:@graphite leg with graphite foot OPTION: 57:@glides Mark Line For: Hgt Adj Base 3072	677.92	677.92
15	1.00 Each	Herman Miller FV696.48 +Stiffener, 48W Mark Line For: Hgt Adj Base 3072	27.00	27.00
16	1.00 Each	Herman Miller DU6ACS.2448LE--NNP-SUD-98-98-G2-PSC-NNN-57 @Renew Rect Tbl, C-Foot,Sq-Edge,Lam Top/Thermo Edge,Elec Std	1,144.18	1,144.18

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		OPTION: NNP:@no power access OPTION: SUD:@simple up down OPTION: 98:@studio white OPTION: 98:@studio white OPTION: G2:@graphite satin leg with graphite satin foot OPTION: PSC:@simple cable OPTION: NNN:@no cutout OPTION: 57:@glides Mark Line For: Hgt Adj Table		
17	1.00 Each	Herman Miller DU6ACS.2472LE--NNP-SUD-98-98-G2-PSC-NNN-57 @Renew Rect Tbl, C-Foot,Sq-Edge,Lam Top/Thermo Edge,Elec Std OPTION: NNP:@no power access OPTION: SUD:@simple up down OPTION: 98:@studio white OPTION: 98:@studio white OPTION: G2:@graphite satin leg with graphite satin foot OPTION: PSC:@simple cable OPTION: NNN:@no cutout OPTION: 57:@glides Mark Line For: Hgt Adj Table	1,248.68	1,248.68
18	1.00 Each	Herman Miller DU6ACS.3048LE--NNP-SUD-98-98-G2-PSC-NNN-57 @Renew Rect Tbl, C-Foot,Sq-Edge,Lam Top/Thermo Edge,Elec Std OPTION: NNP:@no power access OPTION: SUD:@simple up down OPTION: 98:@studio white OPTION: 98:@studio white OPTION: G2:@graphite satin leg with graphite satin foot OPTION: PSC:@simple cable OPTION: NNN:@no cutout OPTION: 57:@glides Mark Line For: Hgt Adj Table	1,201.56	1,201.56
19	1.00 Each	Herman Miller DU6ACS.3072LE--NNP-SUD-98-98-G2-PSC-NNN-57 @Renew Rect Tbl, C-Foot,Sq-Edge,Lam Top/Thermo Edge,Elec Std OPTION: NNP:@no power access OPTION: SUD:@simple up down OPTION: 98:@studio white OPTION: 98:@studio white OPTION: G2:@graphite satin leg with graphite satin foot OPTION: PSC:@simple cable OPTION: NNN:@no cutout OPTION: 57:@glides Mark Line For: Hgt Adj Table	1,275.28	1,275.28
20	1.00 Each	Herman Miller DV6ATS.2448L04E1--STS-98-98-G1-N-NC-57	760.38	760.38

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		@Motia Rect Table w/T-Foot, Sq-Edge, Lam Top/TP Edge, 1 1/4 OPTION: STS:@simple up/down touch switch OPTION: 98:@studio white OPTION: 98:@studio white OPTION: G1:@graphite OPTION: N:@no cable trough OPTION: NC:@no cutout OPTION: 57:@glides Mark Line For: Hgt Adj Table 2448		
21	1.00 Each	Herman Miller DV6ATS.2472L04E1--STS-98-98-G1-N-NC-57 @Motia Rect Table w/T-Foot, Sq-Edge, Lam Top/TP Edge, 1 1/4 OPTION: STS:@simple up/down touch switch OPTION: 98:@studio white OPTION: 98:@studio white OPTION: G1:@graphite OPTION: N:@no cable trough OPTION: NC:@no cutout OPTION: 57:@glides Mark Line For: Hgt Adj Table 2472	851.96	851.96
22	1.00 Each	Herman Miller DV6ATS.3048L04E1--STS-98-98-G1-N-NC-57 @Motia Rect Table w/T-Foot, Sq-Edge, Lam Top/TP Edge, 1 1/4 OPTION: STS:@simple up/down touch switch OPTION: 98:@studio white OPTION: 98:@studio white OPTION: G1:@graphite OPTION: N:@no cable trough OPTION: NC:@no cutout OPTION: 57:@glides Mark Line For: Hgt Adj Table 3048	806.74	806.74
23	1.00 Each	Herman Miller DV6ATS.3072L04E1--STS-98-98-G1-N-NC-57 @Motia Rect Table w/T-Foot, Sq-Edge, Lam Top/TP Edge, 1 1/4 OPTION: STS:@simple up/down touch switch OPTION: 98:@studio white OPTION: 98:@studio white OPTION: G1:@graphite OPTION: N:@no cable trough OPTION: NC:@no cutout OPTION: 57:@glides Mark Line For: Hgt Adj Table 3072	920.74	920.74
24	1.00 Each	Herman Miller Y7737.2K--0H +LS Series Keyboard Solutions, 19 Inch Track, 27" HDPE Tray OPTION: 0H:+black Mark Line For: Keyboard Tray	199.92	199.92

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25	1.00 Each	Herman Miller Y7741.2K--0H @TL Series Keyboard Solutions, 19 Track, 27" HDPE Tray OPTION: 0H:@black Mark Line For: Keyboard Tray	215.22	215.22
26	1.00 Each	Herman Miller Y91175.CM--0I +Flo Dual-Screen Monitor Arm - Surface Clamp Mount OPTION: 0I:+silver Mark Line For: Monitor Arm-Dual	403.92	403.92
27	1.00 Each	Herman Miller Y91180.152CM--0I @Flo Modular Monitor Arm Assembly,15-3/4H Post,2 Arms,Surf C OPTION: 0I:@silver Mark Line For: Monitor Arm-Dual	482.46	482.46
28	1.00 Each	Herman Miller Y91174.2CM--0I @Flo Plus Monitor Arm Assembly, Flo Plus Dual, Clamp Mount OPTION: 0I:+silver Mark Line For: Monitor Arm-Dual	402.39	402.39
29	1.00 Each	Herman Miller Y91171.CM--0I +Flo Sngle-Screen Monitor Arm Support,Surf Clamp OPTION: 0I:+silver Mark Line For: Monitor Arm-Single	199.41	199.41
30	1.00 Each	Herman Miller Y7800.1--0H @Altissimo Prime Sit-to-Stand Workstation Arm, Single Monito OPTION: 0H:@black Mark Line For: Sit/Stand Workstation	514.59	514.59
31	1.00 Each	Herman Miller Y7800.2--0H @Altissimo Prime Sit-to-Stand Workstation Arm, Dual Monitor OPTION: 0H:@black Mark Line For: Sit/Stand Workstation	598.23	598.23
32	1.00 Each	Herman Miller Y94015.34--0J @Mbrace Wall-Mounted Technology, 34 Inches Long OPTION: 0J:@white Mark Line For: Wall-Mounted Tech Station	1,062.84	1,062.84
33	1.00 Each	Herman Miller Y94015.34--0J @Mbrace Wall-Mounted Technology, 34 Inches Long OPTION: 0J:@white Mark Line For: Wall-Mounted Tech Station	1,062.84	1,062.84

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34	1.00 Each	Humanscale Corp 6G 900 90--H-G-22 6G Black Mechanism / 900 - Std. Platform / 90 - 8.5" Clip Mo OPTION: H:High Clip Mouse OPTION: G:19" Gel w/ Synt. Leather Cvr OPTION: 22:Std 21.625" Track Mark Line For: Keyboard Tray Group 1	174.49	174.49
35	1.00 Each	Humanscale Corp 6FB 500--G27-14 6FB Float Keyboard System Mechanism Black / 500 - Big Platfo OPTION: G27:27" Gel w/ Lycra OPTION: 14:14" Track Mark Line For: Keyboard Tray Group 1	139.22	139.22
36	1.00 Each	Humanscale Corp M81--C-B-1-W-~-~---- M8 Monitor Arm OPTION: C:Clamp Mount OPTION: B:Black w/ Black Trim OPTION: 1:Fixed Angled Link/Dynamic Link OPTION: W:Long Crossbar for 2 Monitors OPTION: ~:Standard 100mm x 100mm - also with 75x75 OPTION: ~:Standard packaging for orders of 3 or more OPTION: ---:No Selection Mark Line For: Monitor Arm-Dual Group 1	265.07	265.07
37	1.00 Each	Humanscale Corp MF2--2-B-2-2-C-12---~------ MFlex for M2 Arms OPTION: 2:Bracket for 2 Monitors OPTION: B:Black with Black Trim OPTION: 2:8" Straight Link/Dynamic Link OPTION: 2:8" Straight Link/Dynamic Link OPTION: C:Clamp Mount OPTION: 12:12"H Post (Single Row Only) OPTION: -:Std 100mm x 100mm(also used for 75mm x 75mm) OPTION: ~:No Post Stop OPTION: -:Standard packaging for orders of 3 or more OPTION: ---:No Selection Mark Line For: Monitor Arm-Dual Group 1	268.41	268.41
38	1.00 Each	Humanscale Corp M2--C-B-1-S-------- M2 Monitor Arm OPTION: C:Clamp Mount OPTION: B:Black with Black Trim	122.14	122.14

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		OPTION: 1:Fixed Angled Link/Dynamic Link OPTION: S:Standard Ball Joint OPTION: -:Standard 100mm x 100mm - also with 75x75 OPTION: -:Standard packaging for orders of 3 or more OPTION: ---:No Selection Mark Line For: Monitor Arm-Single Group 1		
39	1.00 Each	Humanscale Corp M8--C-B-1-S-~-~---- M8 Monitor Arm OPTION: C:Clamp Mount OPTION: B:Black w/ Black Trim OPTION: 1:Fixed Angled Link/Dynamic Link OPTION: S:Standard Ball Joint OPTION: ~:Standard 100mm x 100mm - also with 75x75 OPTION: ~:Standard packaging for orders of 3 or more OPTION: ---:No Selection Mark Line For: Monitor Arm-Single Group 1	190.82	190.82
40	1.00 Each	Humanscale Corp 6G 900--90-G-22 6G Standard Black Mechanism, 900 - Std. Platform OPTION: 90:8.5â€? Clip OPTION: G:19" Gel w/ Synt. Leather Cvr OPTION: 22:Std 21.625" Track Mark Line For: Keyboard Tray 33 Group 1	174.49	174.49
41	1.00 Each	Humanscale Corp 6FB 500--G27-14 6FB Float Keyboard System Mechanism Black / 500 - Big Platfo OPTION: G27:27" Gel w/ Lycra OPTION: 14:14" Track Mark Line For: Keyboard Tray 34 Group 1	139.22	139.22
42	1.00 Each	Humanscale Corp M81--CM-B-B-2-B---- M8.1 Monitor Arm OPTION: CM:Two-Piece Clamp Mount with Base OPTION: B:Black with Black Trim OPTION: B:Angled Link/Dynamic Link OPTION: 2:Crossbar for 2 monitors OPTION: B:Standard 100mm x 100mm, black OPTION: ---:No Selection Mark Line For: Monitor Arm Dual 35	282.52	282.52

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		Group 1		
43	1.00 Each	Humanscale Corp X2B--CM-B-E-T-B-E-T-B-12-NA M/Flex for M2.1 Monitor Arm, Dual Bracket for 2 Monitors OPTION: CM:Two-Piece Clamp Mount with Base OPTION: B:Black with Black Trim OPTION: E:8" Straight Link/Dynamic Link OPTION: T:Standard Monitor Tile (one per monitor) OPTION: B:Standard 100mm x 100mm, black OPTION: E:8" Straight Link/Dynamic Link OPTION: T:Standard Monitor Tile (one per monitor) OPTION: B:Standard 100mm x 100mm, black OPTION: 12:12" high Post OPTION: NA:North America Mark Line For: Monitor Arm Dual 36 Group 1	315.93	315.93
44	1.00 Each	Humanscale Corp M21--CM-B-B-T-B---- M2.1 Monitor Arm OPTION: CM:Two-Piece Clamp Mount with Base OPTION: B:Black with Black Trim OPTION: B:Angled Link/Dynamic Link OPTION: T:Standard Monitor Tilt (One per monitor) OPTION: B:Standard 100mm x 100mm, black OPTION: ---:No Selection Mark Line For: Monitor Arm-Single 37 Group 1	143.30	143.30
45	1.00 Each	Humanscale Corp M81--CM-B-B-T-B---- M8.1 Monitor Arm OPTION: CM:Two-Piece Clamp Mount with Base OPTION: B:Black with Black Trim OPTION: B:Angled Link/Dynamic Link OPTION: T:Standard Monitor Tilt (One per monitor) OPTION: B:Standard 100mm x 100mm, black OPTION: ---:No Selection Mark Line For: Monitor Arm-Single 38 Group 1	220.89	220.89
46	1.00 Each	Humanscale Corp FN--B-M-43-XXXXXXX Float Table OPTION: B:Black OPTION: M:Mounted OPTION: 43:For 48-54" Wide x 30" Deep Tops	943.97	943.97

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		OPTION: XXXXXXX:No Top Selection Mark Line For: Hgt Adj Base 39 Group 2		
47	1.00 Each	Humanscale Corp FN--B-M-63-XXXXXXX Float Table OPTION: B:Black OPTION: M:Mounted OPTION: 63:For 60-72" Wide x 30" Deep Tops OPTION: XXXXXXX:No Top Selection Mark Line For: Hgt Adj Base 40 Group 2	968.83	968.83
48	1.00 Each	Humanscale Corp FLR--12-A1-T3-A-SL eFloat Lite for Rectangular Top OPTION: 12:Standard Range, 27" to 46", 200 lbs Capacity OPTION: A1:None - 1" thick surfaces + OPTION: T3:Slim 30" T Foot , Glides OPTION: A:Basic Up Down OPTION: SL:Silver Mark Line For: Hgt Adj Base 41 Group 2	497.09	497.09
49	1.00 Each	Humanscale Corp FN--B-M-43-3048-BL-F Float Table OPTION: B:Black OPTION: M:Mounted OPTION: 43:For 48-54" Wide x 30" Deep Tops OPTION: 3048:30"D x 48"W Laminate Top OPTION: BL:Black OPTION: F:Flat Edge Mark Line For: Hgt Adj Table 42 Group 2	1,155.24	1,155.24
50	1.00 Each	Humanscale Corp FN--B-M-43-3054-BL-F Float Table OPTION: B:Black OPTION: M:Mounted OPTION: 43:For 48-54" Wide x 30" Deep Tops OPTION: 3054:30"D x 54"W Laminate Top OPTION: BL:Black OPTION: F:Flat Edge Mark Line For: Hgt Adj Table	1,167.66	1,167.66

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		43 Group 2		
51	1.00 Each	Humanscale Corp FN--B-M-63-3060-BL-F Float Table OPTION: B:Black OPTION: M:Mounted OPTION: 63:For 60-72" Wide x 30" Deep Tops OPTION: 3060:30"D x 60"W Laminate Top OPTION: BL:Black OPTION: F:Flat Edge Mark Line For: Hgt Adj Table 44 Group 2	1,204.95	1,204.95
52	1.00 Each	Humanscale Corp FN--B-M-63-3066-BL-F Float Table OPTION: B:Black OPTION: M:Mounted OPTION: 63:For 60-72" Wide x 30" Deep Tops OPTION: 3066:30"D x 66"W Laminate Top OPTION: BL:Black OPTION: F:Flat Edge Mark Line For: Hgt Adj Table 45 Group 2	1,214.89	1,214.89
53	1.00 Each	Humanscale Corp FN--B-M-63-3072-BL-F Float Table OPTION: B:Black OPTION: M:Mounted OPTION: 63:For 60-72" Wide x 30" Deep Tops OPTION: 3072:30"D x 72"W Laminate Top OPTION: BL:Black OPTION: F:Flat Edge Mark Line For: Hgt Adj Table 46 Group 2	1,234.77	1,234.77
54	1.00 Each	Humanscale Corp QS--B-H-30-F-N-N QuickStand (weight capacity up to 15.9kg (35lbs.) OPTION: B:Black OPTION: H:Heavy Monitor Mount (Single only up to 22lbs) OPTION: 30:30" Large Platform OPTION: F:Freestanding Base OPTION: N:No Cables OPTION: N:No Cables	653.18	653.18

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		Mark Line For: Sit/Stand Workstation 57 Group 2		
55	1.00 Each	Humanscale Corp QS--B-C-30-F-N-N QuickStand (weight capacity up to 15.9kg (35lbs.) OPTION: B:Black OPTION: C:Std Crossbar Monitor Mount (Dual Scrn) OPTION: 30:30" Large Platform OPTION: F:Freestanding Base OPTION: N:No Cables OPTION: N:No Cables Mark Line For: Sit/Stand Workstation 58 Group 2	683.00	683.00
56	1.00 Each	Humanscale Corp QS--B-W-30-F-N-N QuickStand (weight capacity up to 15.9kg (35lbs.) OPTION: B:Black OPTION: W:Wide Crossbar Monitor Mount (Dual Scrn) OPTION: 30:30" Large Platform OPTION: F:Freestanding Base OPTION: N:No Cables OPTION: N:No Cables Mark Line For: Sit/Stand Workstation 59 Group 2	690.96	690.96
57	1.00 Each	Humanscale Corp QSL--B-H-C QUICKSTAND LITE BASE OPTION: B:Black OPTION: H:Heavy Mount for 1 Monitor from 12-22 lbs OPTION: C:Clamp Mount Mark Line For: Sit/Stand Workstation 60 Group 2	483.17	483.17
58	1.00 Each	Humanscale Corp QSL--B-W-C QUICKSTAND LITE BASE OPTION: B:Black OPTION: W:Wide Crossbar Mount for 2 Monitors up to 27"W OPTION: C:Clamp Mount Mark Line For: Sit/Stand Workstation 61 Group 2	520.95	520.95
59	1.00 Each	Symmetry 3072.TBT8.TZ2472--BF01-HC01-~	935.00	935.00

AOI
Furniture Proposal

Quote Number	12249
Project Number	
Date	07/28/2020
Customer PO Number	
Customer Account	CITLIN
Account Manager	Megan Rossman
Page	12 of 13

		Voyager - 3 Leg - Main Base For 24" Deep x 72" Wide Rectangu OPTION: BF01:Silver OPTION: HC01:Standard Up / Down Controller OPTION: ~:Mending Bracket Mark Line For: Symmetry 3 Leg Voyager Base Only Group 3		
60	1.00 Each	Symmetry 3162.TBT7.TZ2460--BF01-LS18 Switchback - 2 Leg T - Base - For Top Size 24x60 OPTION: BF01:Silver OPTION: LS18:Fixed / Glides Mark Line For: Symmetry 2 Leg Switch Back Base Only Group 3	420.00	420.00
			Order Sub-Total :	$34,719.30
			Total Order :	**$34,719.30**

PLEASE REVIEW THIS QUOTATION AND NOTIFY US PROMPTLY OF ANY CORRECTIONS REQUIRED

THANK YOU FOR THE OPPORTUNITY TO BE OF SERVICE

PRICING EXPIRES 30 DAYS FROM QUOTE DATE

All orders are subject to AOI Terms and Conditions.

Customer Signature

Date

Name

AOI
Furniture Proposal

Quote Number	12249
Project Number	
Date	07/28/2020
Customer PO Number	
Customer Account	CITLIN
Account Manager	Megan Rossman
Page	13 of 13

Terms And Conditions

- Standard payment terms are Net 10 days from invoice. A 50% deposit is required on all orders.
- A 3% convenience fee will be added to invoice if a credit card is used. Credit cards will be charged in full at time of order.
- Products are made to order. AOI Corporation offers no return or restocking programs. Products may be returned only with prior written approval of AOI Corporation and the product manufacturer.
- Client changes submitted after final plan approval, and resulting in additional work, will be billed at our hourly rate, or through a mutually agreed upon addendum to the contract.
- All labor estimates have been based on AOI Corporation having clear access and use of receiving docks for product deliveries. The receiving area should be free and clear of other trades and products to prevent any delays.
- AOI Corporation will have scheduled elevator access for transporting product within the building.
- Each area in which furniture will be installed, will be substantially free and clear of other trades allowing us to stage and build product according to plan.
- Storage fees will be assessed when delays require AOI Corporation to warehouse product thirty 30 days past the scheduled installation date.
- Labor fees will be assessed when delivery address changes from the client site to an alternative receiving location.
- AOI Corporation will accept installation change requests from authorized client representatives only. Any agreed upon changes will be billed on an hourly basis, and invoiced monthly.
- Unless otherwise stated, all quoted installation work to be performed during normal business, Monday through Friday.
- Construction flaws effecting furniture installation will be reviewed as they are encountered.
- AOI Corporation is responsible for general cleaning of workstations following installation. This does not include excessive construction debris (i.e. drywall dust) resulting from construction work still in progress in the build areas.
- AOI Corporation is not responsible for product damage resulting from deliveries received directly by client representatives. AOI does not file freight claims on products drop shipped to a customer location.
- AOI may charge, and the Customer shall pay, taxes which AOI is required to collect and remit by law in connection with any sale. Customer shall pay unless AOI has received, in advance of the initial delivery, sufficient written documentation form Customer establishing exemption from such tax(es).
- Pricing expires 30 days from proposal date.
- All designs, plans, drawings, specifications, samples, and the contents there in regarding this sale shall remain the property of AOI, and may not be used, reproduced or distributed without express written permission of AOI

Gmail

Nancy Kraft <nancy.kraft@oidinc.com>

July 1, 2019 Price Increase

1 message

ESI <marketing@esiergo.com>
Reply-To: marketing@esiergo.com
To: nancy.kraft@oidinc.com

Fri, May 31, 2019 at 6:19 PM

Email not displaying correctly? View it in your browser.

May 31, 2019

To All ESI Customers:

Effective May 10, 2019, the proposed changes to US government trade policies went into effect in the form of a 15% tariff increase (in addition to the previous 10% increase in September 2018) on components and finished goods coming from China.

Effective July 1, 2019, ESI will implement a 5% list price increase to all products with the exception of the following, which will not have a price increase:

- Motific mobile tech table
- Brisa height adjustable table
- New worksurface program

Any orders that are received and acknowledged on or before June 30, 2019 will not be affected by the list price increase.

The digital version of the V31 January 2019 catalog will be updated on July 1. The printed version will have a sticker applied to the cover that explains the price increase.

Freight Terms Update
ESI is simplifying our freight terms from multiple policies into one all-encompassing program. Effective immediately, any orders more than $250 list will now have free freight. All orders $250 list or less will incur a flat fee of $25.

Please contact Customer Service at 800-833-3746 with any questions you may have.

Thank you for your continued support.

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Our mailing address is:

ESI
4030 E. Quenton Drive
Mesa, Arizona 85215

unsubscribe from all emails update subscription preferences

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/31/2020

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 : Charter Oak Fire Insurance Co.	25615
INSURER B : The Phoenix Insurance Co	25623
INSURER C : Travelers Indemnity Company of America	25666
INSURER D : Travelers Property Casualty of America	25674
INSURER E :	
INSURER F :	

INSURED
AOI Corporation
8801 South 137th Circle
Omaha NE 68138-3455

ADV24845

COVERAGES **CERTIFICATE NUMBER:** 258299296 **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	
A	X COMMERCIAL GENERAL LIABILITY			CO5355R886	8/6/2020	8/6/2021	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
	X 2500						MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			8103N060618	8/6/2020	8/6/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
D	X UMBRELLA LIAB X OCCUR			CUP8N553070	8/6/2020	8/6/2021	EACH OCCURRENCE	$ 9,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 9,000,000
	DED X RETENTION $ 10000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			UB8K467132	8/6/2020	8/6/2021	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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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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**.

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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.

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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.

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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

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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**:

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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.

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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.

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TRAVELERS

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: