

**CONTRACT
CE1200402-01**

AMENDMENT NO. 2

The before identified Contract was previously approved by the County of Cuyahoga, Ohio (the "County") and is between the County, on behalf of its Division of Children and Family Services and A-Z Furniture Co., Inc., identified for the purpose of this Amendment as the Provider.

WHEREAS, the purpose of the Contract is to permit the acquisition of Emergency Assistance Services and this Amendment is to update the product and price listing available to CCDCFS.

WHEREAS, this Amendment does not modify the total dollar amount of the Contract.

THEREFORE, the Contract will be amended to update the product and price listing, as follows:

Amendment, part 1:

The document attached to this Amendment and marked as Exhibit B, Section VI, will constitute the product and pricing listing effective as of the date of this Amendment's approval by the County. The attachment to this Amendment will replace and supersede, in its entirety, which was identified as Exhibit B, Section VI in the Original Contract.

Amendment, part 2:

Mandatory Insurance Requirements

The following three items (Worker's Compensation Insurance, Commercial General Liability Insurance, and Business Automobile Liability Insurance) are all mandatory requirements unless otherwise specified.

(a) **Worker's Compensation Insurance** as required by the State of Ohio. Such insurance requirement may be met by either purchasing coverage from the Ohio State Insurance Fund or by maintaining Qualified Self-Insurer status as granted by the Ohio Bureau of Workers Compensation (BWC).

For Contractors with employees working outside of Ohio, Worker's Compensation Insurance as required by the various state and Federal laws as applicable including Employers' Liability coverage with limits of liability not less than:

\$1,000,000 each accident for bodily injury by accident;
\$1,000,000 each employee for bodily injury by disease;
\$1,000,000 policy limit for bodily injury by disease.

Such insurance shall be written on the National Council on Compensation Insurance (NCCI) form or its equivalent.

(b) **Commercial General Liability Insurance** with limits of liability not less than:

\$1,000,000 each occurrence bodily injury & property damage;
\$1,000,000 personal & advertising injury;
\$2,000,000 general aggregate;
\$2,000,000 products/completed operations aggregate.

Such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) form or its equivalent.

(c) **Business Automobile Liability Insurance** covering all owned, non-owned, hired, and leased vehicles. Such insurance shall provide a limit of not less than \$1,000,000 combined single limit (bodily injury & property damage) each accident;

Such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) form or its equivalent.

Note: If the services required under this Contract include the repairing, servicing, parking or storing of vehicles, then the following insurance coverage shall also be required:

Garagekeepers Legal Liability Insurance with a limit of not less than \$1,000,000 combined single limit (bodily injury & property damage) each accident.

Additional Insurance Coverage

Each of the following eight items may be required "in addition to" the mandatory County insurance requirements set forth above. Although these coverages may not be listed as mandatory County insurance requirements, it is at the County's discretion to mandate these coverages where deemed necessary based on the nature of the contracted services/products.

(d) **Umbrella/Excess Liability Insurance** with limits of liability not less than:

\$5,000,000 each occurrence
\$5,000,000 general aggregate
\$5,000,000 products/completed operations aggregate

Such insurance shall be written on an occurrence basis and shall sit in excess of the limits and terms set forth in the preceding items (a)-(c).

Insurance Coverage Terms and Conditions

1. The insurance policies of the Contractor required for this contract, with the exception of the All Risk Equipment Insurance and Errors & Omissions Insurance, shall each name the "County of Cuyahoga, Ohio and its employees" as an Additional Insured and shall contain the following provisions:

(i) Thirty (30) days prior notice of cancellation or material change;

(ii) A waiver of subrogation wherein the insurer(s) waives all rights of recovery against the County.

2. The insurance required for this contract shall be provided by insurance carrier(s) licensed to transact business and write insurance in the state(s) where operations are performed and shall carry a minimum A.M. Best's rating of A VII or above.

3. These insurance provisions shall not affect or limit the liability of the Contractor stated elsewhere in this Contract or as provided by law.

4. The Contractor shall require any and all of its subcontractors to procure, maintain, and pay premiums for the insurance coverages and limits of liability outlined above with respect to products, services, work and/or operations performed in connection with this Contract.

5. The County reserves the right to require insurance coverages in various amounts or to modify or waive insurance requirements on a case-by-case basis whenever it is determined to be in the best interest of the County.

6. If the Bid/Proposal/RFQ specifies the need for higher limits of liability for any applicable insurance provision, the Bid/Proposal/RFQ specifications shall govern.

7. The Contractor shall furnish a Worker's Compensation Certificate and Certificate of Insurance evidencing the insurance coverages required herein are in full force and effect. Acceptance of a non-conforming certificate of insurance by the County shall not constitute a waiver of any rights of the parties under this Contract.

Amendment, part 3:

The original Contract, any other Amendments which may exist, and this Amendment are subject to all other terms, conditions and obligations set forth in the original Contract that have not been modified by the terms of this Amendment or modified based upon the purpose for this Amendment.

Amendment, part 4:

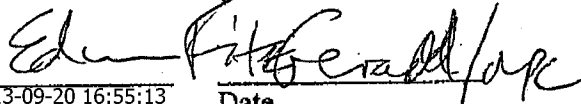
Electronic Signature

BY ENTERING INTO THIS AMENDMENT, PROVIDER AGREES ON BEHALF OF THE CONTRACTING OR SUBMITTING BUSINESS ENTITY, ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, SUBGRANTEES, AGENTS OR ASSIGNS, TO CONDUCT THIS TRANSACTION BY ELECTRONIC MEANS BY AGREEING THAT ALL DOCUMENTS REQUIRING COUNTY SIGNATURES MAY BE EXECUTED BY ELECTRONIC MEANS, AND THAT THE ELECTRONIC SIGNATURES AFFIXED BY THE COUNTY TO SAID DOCUMENTS SHALL HAVE THE SAME LEGAL EFFECT AS IF THAT SIGNATURE WAS MANUALLY AFFIXED TO A PAPER VERSION OF THE DOCUMENT. PROVIDER ALSO AGREES ON BEHALF OF THE AFOREMENTIONED ENTITIES AND PERSONS, TO BE BOUND BY THE PROVISIONS OF CHAPTERS 304 AND 1306 OF THE OHIO REVISED CODE AS THEY PERTAIN TO ELECTRONIC TRANSACTIONS, AND TO COMPLY WITH THE ELECTRONIC SIGNATURE POLICY OF CUYAHOGA COUNTY.

Wherefore, the parties have entered into Amendment and this Amendment has been approved the County.

County of Cuyahoga, Ohio:

Edward FitzGerald, County Executive



Edward FitzGerald,
Cuyahoga County Executive

2013-09-20 16:55:13

Date

PROVIDER



(Authorized Signature)

7/30/13

Date

Exhibit B
A-Z Furniture Co. Inc

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PRODUCT PRICE LIST (Submittal A)

Product Number	Name	Description	Retail Price per unit
Z5-1030 MB	Twin set	twin mattress & box spring	\$200
Z5-1040 MB	Full set	full mattress & box spring	\$250
Z5-1050 MB	Queen set	queen mattress & box spring	\$300
Z5-1060 MB	King set	king mattress and box spring	\$350
Z5-90509 B	Split queen box	split queen box spring	\$175
CS 322 RR	King bed frame	king bed frame	\$60
FM 5L RGO	Queen bed frame	queen bed frame	\$50
FM 141	Twin/full bed frame	twin/full bed frame	\$30
916	Crib	crib	\$250
916 M	Crib mat	crib mat	\$50
2602	Bunk bed	2 pc bunk bed and mattress	\$400
615 BR	Bed room	dresser, mirror, chest, headboard	\$450
615 sofa	Sofa	Living room sofa	\$400
615 2pc	Sofa & loveseat	Living room sofa and love seat	\$650
D8121-01/56	Dining room	Table and 4 chairs	\$300
3303	LR Table set	Coffee table and 2 side tables	\$200
OK 4101	Lamp	table lamp	\$25
CRT 185ILS	Refrigerator	New 15 QU	\$499
CRG 3120 LW	Gas stove	New 30"	\$450
CAW 9244 XQ	Washer	New washer	\$400
CED 126 SXQ	Electric Dryer	New dryer	\$400
4Dr CH	4 drawer chest	4 drawer chest	\$85
5Dr CH	5 drawer chest	5 drawer chest	\$95
B138-46	5 drawer XL chest	5 drawer XL chest	\$199.99
Delivery only			\$50
Delivery and set up			\$100