



**FULTON
COUNTY**

**CHANGE ORDER #3
FORM TO CONTRACT**

#19RFP072419K-DJ

**WAYFINDING STATIC SIGNAGE
AND SERVICES**

**DEPARTMENT OF REAL ESTATE AND ASSET
MANAGEMENT**

CHANGE ORDER NO. 3 TO FORM OF CONTRACT

Contractor: **DeNyse Companies, Inc.**

Contract No. **19RFP072419K-DJ, Wayfinding Static Signage and Services**

Address: **4521 Industrial Access Road**
City, State **Douglasville, Georgia 30134**

Telephone: **(770) 942-0688**

Email: nshepherd@denyseco.com

Contact: **Nick Shepherd,**
Sales/Project Manager

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a Contract with **DeNyse Companies, Inc.** to provide/perform Wayfinding Static Signage and Services, dated September 4, 2019, on behalf of the Department of Real Estate and Asset Management; and

WHEREAS, the purpose for this Change Order is required to make modification to the existing Scope of Work to incorporate the additional installation of monument, directional, and interior signage for the Fulton County Central Warehouse located at 5600 Campbellton-Fairburn Road, Fairburn, GA 30213.

WHEREAS, the Contractor has performed satisfactorily over the period of the contract; and

WHEREAS, this Change Order 3 was approved by the Fulton County Board of Commissioners on **July 10th, 2024, BOC Item #24-0476.**

NOW, THEREFORE, the County and the Contractor agree as follows:

This Change Order No. 3 to Form of Contract is effective as of the 10th day of July, 2024, between the County and **DeNyse Companies, Inc.**, who agree that all Services specified will be performed by in accordance with this Change Order No. 3 to Form of Contract and the Contract Documents.

- 1. SCOPE OF WORK TO BE PERFORMED:** Furnish all materials, labor, tools, and equipment to provide additional installation of monument, directional, and interior signage for the Fulton County Central Warehouse located at 5600 Campbellton-Fairburn Road, Fairburn, GA 30213.

The additional costs cover the change directives is shown in the following:

	Sign Type	Description	Qty	Sub Price	Total Cost
1	Main 1D-1 - Main ID	Fabricated aluminum cabinet with .125" aluminum skin plate, mounted to spread footer. .50" thick stud mounted acrylic copy, 3" deep aluminum pan	1	\$42,350.00	\$42,350.00
2	Directional	Fabricated aluminum cabinet with .125" aluminum skin with direct burial footer, .50" thick stud mounted acrylic copy, 1" deep aluminum pan, High Performance RTA vinyl copy	3	\$18,250.00	\$54,750.00
3	Vinyl V1 - V12	1'-6" x 1'-10", 1'-3.125" x 2'-0", 2'-3" x 5'-8-3/4", 5" x 2'-6-3/4", 1'-1" x 1'-6-1/4", 7" x 9'-4" & 9.375" x 2'-0", 4'-3-1/2" OAH, 1'-3-1/8" x 1'-10", 1'-3-1/8" x 1'-10", 6" tall, 1'-7/8" x 1'-4", & 3'-11-1/2" x 6", First surface applied cut vinyl and digitally printed graphics	154		\$4,035.00
4	Wall-W2 - Exterior Dock Door Panel	1'-6" x 1'-6" 3mm aluminum composite material with 1st surface applied reflective vinyl	115	\$105.00	\$12,075.00
5	Other-1 - Restroom Blade	11" x 11" 1" X 1" aluminum fabricated tube frame and 1" Aluminum mounting bar; painted. 0.25" Thick acrylic panel backer panels, stud mounted. 0.25" Thick routed and painted acrylic graphics; flush mounted with VHB and silicone. Frame to be mechanically fastened to existing wall with toggle fasteners; blocking in wall by	3	\$750.00	\$2,250.00

		others if required per site			
6	Room-ADA-1 - Room ID AD	7" x 8.5" 0.25" thick photopolymer with raised copy and Grade II raster Braille. Room name to be applied cut vinyl.	77	\$125.00	\$9,625.00
7	Room-ADA-2 - Restroom ID ADA	9" x 6" 0.25" Thick photopolymer sign panel; masked and painted. Raised/inlayed graphics and copy and Grade II Raster Braille; braille to be painted to match background. Mounted to wall with VHB and Silicone.	8	\$150.00	\$1,200.00
8	Other-2 - Workstation ID	4.375" x 4.375" 3/8" P95 frosted acrylic face panel with subsurface & edges painted, 1/4" non-glare acrylic lens with top & bottom edges milled to fit face panel. Lens to have polished edges. To be mounted with VHB tape.	350	\$65.00	\$22,750.00
9	Vinyl Installation	Install proposed signage	1	\$5,400.00	\$5,400.00
10	Signage Installation	Install proposed signage and to include final electrical connection	1	\$20,600.00	\$20,600.00
11	Contingency	Will be used to cover additional work due to unforeseen conditions or client request and requires County review and approval before proceeding with the additional work.	1	\$35,915.00	\$35,915.00
12	Engineering Fees	Review and stamp for mounting details, if required by code.	1	\$1,500.00	\$1,500.00
13	Permit	Billed at final invoice	1	\$500.00	\$500.00
14	Permit	Code research, filing	1	\$500.00	\$500.00

		fees, and travel to pick up permits.			
15	Total Costs				\$213,450.00

The Project Lead Times:

- Production Design: 1 week
- Permitting: 2-4 weeks
- Fabrication of Interior Elements: 7-8 weeks
- Fabrication of Monument and Directional: 10-12 weeks
- Installation: 1 week

2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor for a total amount not to exceed **\$213,450.00** (Two Hundred Thirteen Thousand Four Hundred Fifty Dollars and No Cents).
3. **LIABILITY OF COUNTY:** This Change Order No. 3 to Form of Contract shall not become binding on the County and the County shall incur no liability upon same until such agreement has been executed by the County Manager, attested to by the Clerk to the Commission and delivered to Contractor.
4. **EFFECT OF CHANGE ORDER NO. 3 TO FORM OF CONTRACT:** Except as modified by this Change Order No. 3 to Form of Contract, the Contract, and all Contract Documents, remain in full force and effect.

[INTENTIONALLY LEFT BLANK]

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

CONTRACTOR:

FULTON COUNTY, GEORGIA

DENYSE COMPANIES, INC.

DocuSigned by:

Robert L. Pitts

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

DocuSigned by:

Jason Wooten

Jason Wooten,
Sales Manager

ATTEST:

DocuSigned by:

Tonya R. Grier

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

Nick Shepherd

Secretary/ Assistant Secretary

(Affix Corporate Seal)

ATTEST:

DocuSigned by:

Patrick P'Connor

Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

Joseph N. Davis

Joseph N. Davis, Director
Department of Real Estate and Asset
Management

ITEM#: _____	RCS: _____	ITEM#: 24-0476	RM: 7/10/2024 First Regular Meeting
RECESS MEETING		REGULAR MEETING	

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/10/2024

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC 150 Tom Reeve Dr, Suite B Carrollton, GA 30117 770 834-4476	CONTACT NAME: Mindy Aguiar PHONE (A/C, No, Ext): 770 834-4476 FAX (A/C, No): E-MAIL ADDRESS: Mindy.Aguiar@MarshMMA.com														
INSURED DeNyse Companies Inc. dba DeNyse Signs Installations Inc. 4521 Industrial Access Rd Douglasville, GA 30134-3950	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Arch Insurance Company</td> <td>11150</td> </tr> <tr> <td>INSURER B : Travelers Property Casualty Co. of Amer</td> <td>25674</td> </tr> <tr> <td>INSURER C : Selective Way Insurance Co.</td> <td>26301</td> </tr> <tr> <td>INSURER D : Columbia Casualty Company</td> <td>31127</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Arch Insurance Company	11150	INSURER B : Travelers Property Casualty Co. of Amer	25674	INSURER C : Selective Way Insurance Co.	26301	INSURER D : Columbia Casualty Company	31127	INSURER E :		INSURER F :	
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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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y		ZAGLB9241503	05/01/2024	05/01/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y		ZACAT9268103	05/01/2024	05/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB DED ☒ RETENTION \$10000	Y		CUP6S07914124NF	05/01/2024	05/01/2025	EACH OCCURRENCE \$9,000,000 AGGREGATE \$9,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y / ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	ZAWCI9444004	05/01/2024	05/01/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Leased/Rented Equipment			S2258665	05/01/2024	05/01/2025	\$200,000
D	E&O/Pollution			CEO591920233	05/01/2024	05/01/2025	\$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

(GL) Additional Insured - Owners, Lessees or Contractors - Automatic Status for other parties when required in written construction agreement per form #CG2038 (Ed. 04/13) (GL) Additional Insured -Owners, Lessees or Contractors - Completed Operations per form #CG2037 (Ed. 04/13) (GL) Per Location or Per Project Aggregate Limit and Policy Aggregate Limit Endorsement per form #GL073900 (Ed. 02/13) (GL) Primary and Noncontributory - Other Insurance Condition per form #CG2001 (Ed. 04/13) (GL) Waiver of Transfer of Rights of Recovery (See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

Fulton County Government Attn:
 Purchasing Department
 130 Peachtree St., S.W. Suite
 1168
 Atlanta, GA 30303-3459

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

PETER J. KRAUSE

DESCRIPTIONS (Continued from Page 1)

Against Others to Us per form #CG2404 (Ed. 05/09) (Auto) Additional Insured - Designated Person or Organization per form #CA0070 (Ed. 10/13) (Auto) Primary and Noncontributory - Other Insurance Condition per form #CA0449 (Ed. 11/16) (Auto) Waiver of Transfer of Rights of Recovery Against Others to Us per form #CA0444 (Ed. 10/13) (WC) Waiver of Right to Recover From Others Endorsement per form #WC000313 (Ed. 04/84) (UMB) Umbrella is follow form in regards to additional insureds & waiver of subrogation per form #EU0001 (Ed.07/16)

POLICY NUMBER: ZAGLB9241503

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
AS AGREED PER WRITTEN CONTRACT OR WRITTEN AGREEMENT	ANY PREMISES WHERE REQUIRED BY WRITTEN CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS FOR OTHER PARTIES WHEN REQUIRED IN WRITTEN CONSTRUCTION AGREEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations 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; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) 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:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph 1. above are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:
 - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph **A.1.**; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PER LOCATION OR PER PROJECT AGGREGATE LIMIT AND POLICY
AGGREGATE LIMIT ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Schedule

☒	Per Location Aggregate Limit:	\$2,000,000
☒	Per Project Aggregate Limit:	\$2,000,000
	Policy Aggregate Limit:	\$5,000,000

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by an "occurrence" under **SECTION I – COVERAGE A**, and for all medical expenses caused by accidents under **SECTION I – COVERAGE C**, which can be attributed only to ongoing operations at a single "location" or "project":
1. A separate Per Location Aggregate Limit applies to each "location" you own or rent if there is an "X" in the Per Location box of the **Schedule**, and that limit is equal to the corresponding amount shown in the **Schedule**.
 2. A separate Per Project Aggregate Limit applies to each "project" at which you perform operations if there is an "X" in the Per Project box of the **Schedule**, and that limit is equal to the corresponding amount shown in the **Schedule**.
 3. The Per Location Aggregate Limit or Per Project Aggregate Limit (whichever is applicable) is the most we will pay for the sum of all such damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **COVERAGE C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 4. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the Per Location or Per Project Aggregate Limit (whichever is applicable) for that "location" or "project". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Per Location or Per Project Aggregate Limit for any other "location" or "project".
 5. The limits shown in the Declarations for Each Occurrence and for Damage To Premises Rented To You continue to apply. However, instead of being subject to the General

Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Per Location or Per Project Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages because of “bodily injury” or “property damage” to which this insurance applies and which cannot be attributed only to ongoing operations at a single “location” or “project”:
- 1.** Any payments made for such damages shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 - 2.** Such payments shall not reduce any Per Location or Per Project Aggregate Limit.
- C.** When coverage for liability arising out of the “products-completed operations hazard” is provided, any payments for damages because of “bodily injury” or “property damage” included in the “products-completed operations hazard” will be subject to and reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor any Per Location Aggregate Limit or Per Project Aggregate Limit.
- D.** The Policy Aggregate Limit shown in the **Schedule** is the most we will pay under this policy for the sum of all damages under Coverage **A.** and Coverage **B.**, and Medical Expenses under Coverage **C.** The General Aggregate Limit, the Products-Completed Operations Aggregate Limit, and the Per Location Aggregate Limit(s) or Per Project Aggregate Limit(s) (whichever is applicable) are all subject to the Policy Aggregate Limit.
- E.** The provisions of **SECTION III – LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.
- F.** For the purposes of this endorsement, **SECTION V – DEFINITIONS** is amended to include the following additional definitions:
- “Location” means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
- “Project” means construction project. If the applicable construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Policy Number: ZAGLB9241503

Named Insured: DENYSE COMPANIES

Endorsement Effective Date: 05/01/2024

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

POLICY NUMBER: ZACAT9268103

COMMERCIAL AUTO
CA 04 44 10 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

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 the endorsement.

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

Named Insured:**Endorsement Effective Date:****SCHEDULE****Name(s) Of Person(s) Or Organization(s):**

AS AGREED PER WRITTEN CONTRACT OR WRITTEN AGREEMENT

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Transfer Of Rights Of Recovery Against Others To Us condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name of Person(s) or Organization(s): AS AGREED PER WRITTEN CONTRACT OR WRITTEN AGREEMENT

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

Under **Covered Autos Liability Coverage**, the **Who is An Insured** provision is amended to include as an “insured” the person(s) or organization(s) named in the Schedule above, but only with respect to their legal liability for your acts or omissions or acts or omissions of any person for whom **Covered Auto Liability Coverage** is afforded under this policy.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number: ZACAT9268103

Named Insured: DENYSE COMPANIES INC. DBA DENYSE SIGNS INSTALLATION INC.

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 5/1/2024

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

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 the endorsement.

- A.** The following is added to the **Other Insurance Condition** in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

- B.** The following is added to the **Other Insurance Condition** in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

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 anyone not named in the Schedule.

Schedule

AS AGREED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 05/01/2024	Policy No. ZAWCI9444004	Endorsement No.
Insured DENYSE COMPANIES INC. DBA DENYSE SIGNS INSTALLATION INC.		Premium INCL.
Insurance Company ARCH INSURANCE COMPANY		

Countersigned By _____