

AMENDMENT NO. 2 TO FORM OF CONTRACT

Contractor: **Overhead Door Company of Atlanta, dba D.H. Pace Company, Inc.**

Contract No. **21ITB131067C-GS, On-Site Door Repair and Overhead Door Preventive and Predictive Maintenance Countywide (A)**

Address: **5105 Avalon Ridge Parkway**
City, State **Peachtree Corners, GA 30071**

Telephone: **(404) 872-3667**

E-mail: jeff.allen@dhpac.com

Contact: **Jeff Allen**
Vice President

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a Contract with **Overhead Door Company of Atlanta dba D.H. Pace Company, Inc.**, to provide On-Site Door Repair and Overhead Door Preventive and Predictive Maintenance Countywide, dated 1st day of January 2022, on behalf of the **Department of Real Estate and Asset Management**; and

WHEREAS, the purpose of this amendment is for the approving of increasing spending authority to cover the costs to complete the on-going replacement/emergency repair projects at several identified Fulton County facilities for FY2023.

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

WHEREAS, this amendment was approved by the Fulton County Board of Commissioners on **October 18, 2023, BOC Items #23-0773**.

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

This Amendment No. 2 to Form of Contract is effective as of the 18th day of October 2023, between the County and **Overhead Door Company of Atlanta, dba D.H. Pace Company, Inc.**, who agree that all Services specified will be performed in accordance with this Amendment No. 2 to Form of Contract and the Contract Documents.

1. **SCOPE OF WORK TO BE PERFORMED:** To cover the costs to complete the on-going replacement/emergency repair projects at several identified Fulton County facilities for FY2023.

The Costs Breakdown at these identified Fulton County facilities:
The requested increase in the total amount of \$57,464.00 will allow the completion of remaining on-going replacement/emergency repair projects and enough spending authority to cover the cost for PM services for the remainder of FY2023

Greater Fulton Area (5220):

	County Facility	Project Description	Project Cost
1	Central Maintenance Facility	Remove, furnish, and install new one (1) Concrete Pad for new Operator Front Entrance Gate	\$11,631.00
		Remove, furnish, and install one (1) new 610 Series Existing Rolling Steel Door	\$12,856.00
2	Sheriff Fleet Division Warehouse	Remove and replace two (2) Front and Side Entrance Doors	\$8,235.00
4	Washington Park Library	Furnish and install one (1) Custom Sized Piece of Insulated Glass at Front Entrance	\$7,990.00
5	College Park Library	Furnish and install three (3) SOC HD Cap Screw	\$1,050.00
	Increase Total		\$41,762.00

Central Fulton Area (5221)

	County Facility	Project Description	Project Cost
1	Fulton County Jail Complex	Repair Small Sally Port Entrance & Exit	\$4,917.00
2	Front Main H & H Building	Furnish and install two (2) Rodent Proof Door Sweeps and one (1) Vertical Door Seal	\$1,475.00
4	Government Center Tower Building	Furnish and install two (2) Closers and three (3) Bail Bearing Hinges	\$2,810.00
5	Government Center Assembly Building	Furnish and install one (1) Overhead Concealed Closer with Special Spindle	\$6,500.00
	Increase Total		\$15,702.00

2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor for a total amount not to exceed **\$57,464.00** (Fifty-Seven Thousand Four Hundred Sixty-Four Dollars and Zero Cents).

3. **LIABILITY OF COUNTY:** This Amendment No. 2 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 Chair to the Commission, attested to by the Clerk to the Commission and delivered to Contractor.

4. **EFFECT OF AMENDMENT NO. 2 TO FORM OF CONTRACT:** Except as modified by this Amendment No. 2 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:

CONSULTANT:

FULTON COUNTY, GEORGIA

**OVERHEAD DOOR COMPANY
OF ATLANTA DBA DH PACE
COMPANY, INC.**

DocuSigned by:

Robert L. Pitts

BA715B1A26544E7...

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

DocuSigned by:

Jeff Allen

16B9EED8B923426...

Jeff Allen,
Vice President

ATTEST:

ATTEST:

DocuSigned by:

Tonya R. Grier

FEC476C4837648D...

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

DocuSigned by:



Secretary/
Assistant Secretary

(Affix Corporate Seal)

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:

Patrick O'Connor

68048F0EDCEC451...

Office of the County Attorney

DocuSigned by:

Tiniqua James

16B9EED8B923426...

Notary Public

APPROVED AS TO CONTENT:

County: Gwinnett

DocuSigned by:

Joseph N. Davis

E45C5C5F17FB417...

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

Commission Expires: November 24, 2024

(Affix Notary Seal) DocuSigned by:



23-0773 11/1/2023
ITEM#: _____ **RM:** _____
REGULAR MEETING

23-0773 Real Estate and Asset Management

Request approval to increase spending authority - Department of Real Estate and Asset Management, 21ITB131067C-GS, On-Site Door Repair and Overhead Door Preventive and Predictive Maintenance Countywide in an amount not to exceed \$57,464.00 with Overhead Door Company of Atlanta, dba D.H. Pace Company, Inc. (Atlanta, GA) to cover the costs to complete the on-going replacement/emergency repair projects for on-site door repair services at several Fulton County facilities for FY2023. Effective upon BOC approval.

23-0774 Real Estate and Asset Management

Request approval to increase spending authority - Department of Real Estate and Asset Management, 22ITBC132961C-MH, HVAC Equipment and Parts in the total amount of \$7,500.00 with: (A) F. M. Shelton, Inc. (Atlanta, GA) in the amount of \$3,750.00; and (B) HD Supply Facilities Maintenance, LTD FKA Home Depot Pro (Jacksonville, FL) in the amount of \$3,750.00, to provide HVAC equipment and parts on an "as needed" basis for Fulton County facilities until year end. Effective upon BOC approval.

23-0775 Real Estate and Asset Management

Request approval to increase spending authority - Department of Real Estate and Asset Management, 22ITBC135037C-GS, Ballasts, Lamps, Light Fixtures and Related Supplies in an amount not to exceed \$7,500.00 with (A) E. Sam Jones - Distributor, Inc. (Atlanta, GA) in an amount not to exceed \$3,750.00, (B) Voss Electric Company (Marietta, GA) in an amount not to exceed \$3,750.00, to provide ballasts, lamps, lens, lighting supplies and related items on an "as needed" basis for Fulton County facilities and parking lots through December 31, 2023. Effective upon BOC approval.

23-0776 Real Estate and Asset Management

Request approval to increase spending authority - Department of Real Estate and Asset Management, 20ITB125775C-CG, Electrical On Call Maintenance Services Countywide in the total amount of \$43,000.00 with (A) Capital City Electrical Services, Inc. (Norcross, GA), to provide immediate replacement and installation of damaged and malfunctioning electrical equipment at three Fulton County facilities: Dorothy Benson Senior Multipurpose Center, Central Maintenance Facility, and the North Fulton Customer Service Center. Effective upon BOC approval.

23-0777 Finance

Request approval of a recommended proposal - Finance Department, 23RFP060923C-MH Printing & Mailing Water and Sewer Bills in an amount not to exceed \$395,600.00 with Dove Mailing Inc. (Atlanta, GA) to provide printing and mailing of Fulton County water and sewer bills effective January 1, 2024 through December 31, 2024, with two renewal options.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/30/2022

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 Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: D.H. Pace Company, Inc. PHONE (A/C. No. Ext): 888-643-3667 Ext. 1069 E-MAIL ADDRESS: insurance@dhpace.com		FAX (A/C. No):
	INSURER(S) AFFORDING COVERAGE INSURER A: Safety National Casualty Corporation		NAIC # 15105
INSURED D.H. Pace Company, Inc. (See Attached Named Insured Schedule) 1901 East 119th St Olathe, KS 66061	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER: W27618857** **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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	GL 6676460	01/01/2023	01/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 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 <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY	Y	Y	CA 6676461	01/01/2023	01/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	XEL4067851	01/01/2023	01/01/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	LDC4067849	01/01/2023	01/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 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)

Project: Service.

 Fulton County Government, its officials, officers and employees are included as Additional Insureds as required by written contract. Additional Insured status applies to General Liability (CG 2010), Automobile Liability and Umbrella/ Excess Liability coverages with limits as shown on certificate or amount required in executed contractual agreement, whichever is less, subject to the insurance contract.

CERTIFICATE HOLDER Fulton County Government Attn: Purchasing Department 130 Peachtree Street, SW Suite 1168 Atlanta, GA 30303-3459	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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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Midwest, Inc.	NAMED INSURED D.H. Pace Company, Inc. (See Attached Named Insured Schedule) 1901 East 119th St Olathe, KS 66061
POLICY NUMBER See Page 1	NAIC CODE See Page 1
CARRIER See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Primary & Non-Contributory applies to General Liability, Automobile Liability and Umbrella/ Excess Liability and is subject to the insurance contract, and subject to applicable state laws.

Blanket Waiver of Subrogation is included on General Liability, Automobile Liability, Umbrella/ Excess Liability and Workers Compensation if required by contract and as permitted by law, subject to the insurance contract.

D.H. Pace Company, Inc.

Named Insured Schedule
ABC Doors of Dallas, a D.H. Pace Company, Inc.
Adams Door, a D.H. Pace Company, Inc.
Ameridock, a D.H. Pace Company, Inc.
Ankmar, a D.H.Pace Company, Inc.
Bi-State Loading Dock Specialists, a D.H. Pace Company, Inc.
Carolina Industrial Systems, a D.H. Pace Company, Inc.
D.H. Pace Company, Inc.
D.H. Pace Compliance Services
D.H. Pace Construction Services, a D.H. Pace Company, Inc.
D.H. Pace Door Services, a D.H. Pace Company, Inc.
D.H. Pace Facilities Group, a D.H. Pace Company, Inc.
D.H. Pace National Accounts Group, a D.H. Pace Company, Inc.
D.H. Pace Systems Integration, a D.H. Pace Company, Inc.
Door Control Services, a D.H. Pace Company, Inc.
E. E. Newcomer Enterprises, Inc.
EEN Leasing, Inc.
EEN Real Estate, Inc.
EEN Tempe EAT 2021 LLC
Garage Door Solutions by EFI, Inc.
HBD Technology, a D.H. Pace Company, Inc.
K&B Garage Doors, a D.H. Pace Company, Inc.
King Door, a D.H. Pace Company, Inc.
Montgomery Door Controls, a D.H. Pace Company, Inc.
Norm's Doors, a D.H. Pace Company, Inc.
Overhead Door Company of Albuquerque, a D.H. Pace Company, Inc.
Overhead Door Company of Atlanta, a D.H. Pace Company, Inc.
Overhead Door Company of Blue Springs, a D.H. Pace Company, Inc.
Overhead Door Company of Boston, a D.H. Pace Company, Inc.
Overhead Door Company of Cape Cod - Commercial, a D.H. Pace Company, Inc.
Overhead Door Company of Central Arizona, a D.H. Pace Company, Inc.
Overhead Door Company of Central Missouri, a D.H. Pace Company, Inc.
Overhead Door Company of Colorado Springs, a D.H. Pace Company, Inc.
Overhead Door Company of Columbia, a D.H. Pace Company, Inc.
Overhead Door Company of Des Moines, a D.H. Pace Company, Inc.
Overhead Door Company of Four Corners, a D.H.Pace Company, Inc.
Overhead Door Company of Greater Hall County, GA, a D.H. Pace Company, Inc.
Overhead Door Company of Greenville, a D.H. Pace Company, Inc.
Overhead Door Company of Jefferson City, a D.H. Pace Company, Inc.
Overhead Door Company of Joplin, a D.H. Pace Company, Inc.
Overhead Door Company of Kansas City, a D.H. Pace Company, Inc.
Overhead Door Company of Manhattan, a D.H. Pace Company, Inc.
Overhead Door Company of Metro West, a D.H. Pace Company, Inc.
Overhead Door Company of Nashville, a D.H. Pace Company, Inc.
Overhead Door Company of Northeast Georgia, a D.H. Pace Company, Inc.
Overhead Door Company of Northeast Kansas, a D.H. Pace Company, Inc.
Overhead Door Company of Plymouth, a D.H. Pace Company, Inc.
Overhead Door Company of Pueblo, a D.H. Pace Company, Inc.
Overhead Door Company of Santa Fe, a D.H. Pace Company, Inc.
Overhead Door Company of South Central Kansas, a D.H. Pace Company, Inc.
Overhead Door Company of Southeast Wisconsin, a D.H. Pace Company, Inc.
Overhead Door Company of Southwest Illinois, a D.H. Pace Company, Inc.
Overhead Door Company of Springfield, a D.H. Pace Company, Inc.
Overhead Door Company of St. Joseph, a D.H. Pace Company, Inc.
Overhead Door Company of St. Louis, a D.H. Pace Company, Inc.
Overhead Door Company of the High Country, a D.H. Pace Company, Inc.
Overhead Door Company of Topeka, a D.H. Pace Company, Inc.
Overhead Door Company of Wichita, a D.H. Pace Company, Inc.
Pasek Security, a D.H. Pace Company, Inc.
Pinnacle Door Company, a D.H. Pace Company, Inc.
Total Quality Services, a D.H. Pace Company, Inc.
Wade Door Services, a D.H. Pace Company, Inc.

POLICY NUMBER: GL 6676460

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Fulton County Government Per Certificate of Insurance	
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", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

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 additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. 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
2. 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:**

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;
whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER: GL 6676460

COMMERCIAL GENERAL LIABILITY
CG 20 01 12 19

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
LIQUOR 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: GL 6676460

COMMERCIAL GENERAL LIABILITY
CG 24 04 12 19

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:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- ELECTRONIC DATA LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
- POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):

Any Person or Organization as required by written contract or agreement that is executed prior to the loss.

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

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

POLICY NUMBER: CA 6676461

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

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

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

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

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

Named Insured: E. E. NEWCOMER ENTERPRISES, INC.
Endorsement Effective Date: 01/01/2023

SCHEDULE

Name Of Person(s) Or Organization(s):
ANY PERSON OR ORGANIZATION AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT
THAT IS EXECUTED PRIOR TO THE LOSS

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

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

POLICY NUMBER: CA 6676461

COMMERCIAL AUTO
CA 04 49 11 16

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".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

SCHEDULE

<p>Name Of Person Or Organization: Any Person or Organization as required by written contract or agreement that is executed prior to the loss.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

CHANGE

Paragraph 5. Transfer Of Rights Of Recovery Against Others To Us of the **A. Loss Conditions** section within the **CONDITIONS** section of each of the referenced Coverage Forms is amended to include the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto". This waiver applies only to the person or organization shown in the Schedule above.

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: 01/01/2023

Policy No. CA 6676461

Endorsement No.

Named Insured:

E. E. NEWCOMER ENTERPRISES, INC.

Insurance Company

SAFETY NATIONAL CASUALTY CORPORATION

Premium \$ INCLUDED

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

Any Person or Organization as required by written contract or agreement that is executed prior to the loss.

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 01/01/2023

Policy No. LDC4067849

Endorsement No.

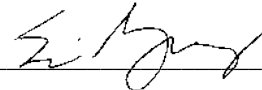
Insured

Premium INCLUDED

E. E. NEWCOMER ENTERPRISES, INC.

Insurance Company

Countersigned by



SAFETY NATIONAL CASUALTY CORPORATION

WC 00 03 13

(Ed. 4-84)