

INSURANCE:

ATTACH COPIES OF YOUR CERTIFICATE OF INSURANCE AND ALL ENDORSEMENTS LISTED BELOW:

New Jersey:

- 1) Certificate of Insurance with "specified" wording
- 2) Additional Insured Endorsements: Completed Operations: CG20 37 (10-01) On-Going Operations: CG20 10 (10-01)
- 3) Waiver of Subrogation: CG 24 04 (10-93)
- 4) Primary non-contributory wording: CG 20 01 (04-13)
- 5) With respect to Auto/Excess/Umbrella: Need to obtain applicable forms/endorsements: Additional insured, waiver of subrogation, primary non-contributory.
- 6) All insurance policies shall include a provision that March Associates Construction, Inc. is to receive a 30day advance notice of cancellation or non-renewal and/or changes in limits of coverage.

Several insurance carriers have different wording and forms. However, with respect to **General Liability** the CG2037 (10-01) and CG20 10 (10-01) are the broadest additional insured endorsements. (Included in the insurance requirements)

CERTIFICATE WORDING:

March Construction Associates, Inc. (and all others required by contract) are to be included as an additional insured on "all" policies.

Same applies to waiver of subrogation and primary non-contributory wording (with exception to Workers' Compensation).

New York:

- 1) Certificate of Insurance with "specified" wording
- 2) Additional Insured Endorsements: Completed Operations: CG20 37 (10-01) On-Going Operations: CG20 10 (10-01)
- 3) Waiver of Subrogation: CG 24 04(10-93)
- 4) Primary non-contributory wording: CG 20 01 (04-13)
- 5) Acord 855 (NY Construction Certificate of Liability Insurance Addendum). This is in "addition" to the standard certificate of insurance.
- 6) With respect to Auto/Excess/Umbrella: Need to obtain applicable forms/endorsements: Additional insured, waiver of subrogation, primary non-contributory
- 7) All insurance policies shall include a provision that March Associates Construction, Inc. is to receive a 30day advance notice of cancellation or non-renewal and/or changes in limits of coverage.

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	IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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											
		icate holder in lieu of such end						tement on th	is certificate does	s not c	onner i	Ignts to the
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325	Nor	th Avenue East Id, NJ 07090				(A/C, N	o, Ext):		(A	VC, No):		
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		March Associates Cor Inc.		ion		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.						
		601 Hamburg Turnpike Suite 300	;			AUTHORIZED REPRESENTATIVE						
		Wayne, NJ 07470				Thomas Myruy						
1						-romas Metul						

ACORD 25 (2014/01)

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NOTEPAD:	HOLDER CODE INSURED'S NAME	SAMPLE CLIENT	SAMPL-2 OP ID: AN	PAGE 2 Date 11/17/2015
** Construction, coverage.	Inc. Umbrella	is follow form to Ge	eneral & Auto Liability	

EXHIBIT F-NY INSURANCE REQUIREMENTS

Subcontractor specifically agrees to maintain the following insurance coverage with the limit of liability for each policy as provided below as the minimum amount of insurance acceptable to the General Contractor under this Contract If one or more of the Subcontractor's policies provide greater limits of liability than stated below, the full limit provided to the Subcontractor as Named Insured under each policy shall be the limits required under this Contract, and Subcontractor shall obtain an endorsement to the policy(ies) that deletes any policy terms or conditions to the contrary.

- A. Subcontractor shall provide Commercial General Liability insurance on an occurrence basis with a combined limit for bodily injury, personal injury and property damage of at least \$2 million per occurrence with a \$4 million site/project specific aggregate. Policy coverage terms and conditions must include:
 - a. Premises/Operations must cover all work to be performed by Subcontractor and its Sub-Subcontractors
 - b. Broad form/Blanket Contractual Liability coverage written specifically for this Contract
 - c. Products/Completed Operations coverage during the policy period and for a period of not less than 24 months after completion of the Project
 - d. Broad Form Property Damage coverage including Completed Operations
 - e. Independent Contractors
 - f. Blanket Explosion, Collapse & Underground Property Damage Liability
 - g. Employees of Subcontractor included as Insureds
 - h. Supplementary payments that are non-eroding and are paid in addition to and not part of the per occurrence and policy aggregate limit of liability
 - i. Any exclusion in the policy pertaining to operations performed within 50 feet of railroad must be eliminated
 - j. Any self-insured retentions, deductible clauses, exclusions or special endorsements must be approved by the General Contractor prior to inclusion, or for an existing insurance policy, prior to the commencement of any work under this Contract. Subcontractor shall be responsible to satisfy all self-insured retentions and deductibles that may apply to coverage to additional insureds.
 - k. Insuring Agreement to read "to pay on behalf of"
 - 1. Waiver of all rights of subrogation against the Owner, General Contractor, and each of their directors, officers, employees, subsidiaries and affiliates for any and all loss

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relating to or arising out of this Contract and any other agreement between Subcontractor and another party to perform all or any portion of the Work

- m. Severability of interests (cross liability)
- n. Coverage shall not include (1) any exclusions related to liability assumed by Contract and (2) any exclusions related to claims involving employees of the Subcontractor and any Sub-Subcontractor
- B. Subcontractor shall provide Worker's Compensation Insurance, Employer's Liability Insurance and Disability Benefits Insurance, which includes statutory workers' compensation (including occupational disease), employers' liability and disability benefits coverage with limits in accordance with the law of the state of New York on behalf of all employees providing services under this Contract.

NOTE: With respect to providing proof of Worker's Compensation Insurance, Subcontractor shall submit one of the following: Form C-105.2 (Certification of Workers Compensation/Insurance); Form U-26.3 (State Insurance Fund Certificate of Workers Compensation Insurance); Form CE-200 (Request for Exemption); or the successor forms used by the New York State Worker's Compensation Board. With respect to providing proof of Disability Benefits Insurance, Subcontractor shall submit one of the following forms: Form DB120.1 (Certificate of Insurance Coverage Under the NYS Disability Benefits Law); Form CE-200 (Request for Exemption); or the successor forms used by the New York State Worker's Compensation Board. <u>ACORD forms are not acceptable as proof of this insurance</u>.

- C. Subcontractor shall provide Automobile Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work with a combined single limit for bodily injury and property damage of at least \$1 million on an occurrence basis.
- D. Subcontractor shall provide umbrella/excess liability insurance with limits of at least \$5 million per occurrence and a \$5 million site/project specific aggregate. The umbrella/excess liability insurance shall be written on a follow form basis to the Commercial General Liability and Auto Liability insurance policies required in this <u>Exhibit F</u>, with terms and conditions for insurance coverage at least as broad as provided in those policies.
- E. Subcontractor shall provide such additional or other types of insurance, at the minimum limits and with such terms and conditions, as the General Contractor may require for the Work.
- F. All insurance policies shall include a provision requiring that General Contractor is to receive thirty (30) days advance notice of cancellation or non-renewal of coverage and/or changes in limits of coverage.
- G. The General Contractor March Associates Construction, Inc. is to be named additional insured on the Commercial General Liability, Auto Liability, and Excess Liability Policies.

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This can be accomplished via the ISO CG 20 10 10/01 (for ongoing operations) and must also include CG 20 37 10/01 (for completed operations) endorsement or its equivalent. In addition to the standard certificate of insurance required in paragraph L below, Subcontractor shall provide a completed ACORD 855 NY (NY Construction Certification of Liability Insurance Addendum).

In addition, Subcontractor shall, by specific endorsements, if necessary, to its primary commercial general liability and Excess Liability policies, name Owner, General Contractor and Indemnitees as Additional Insureds thereunder.

- a. All additional insured endorsements shall be on a form a least as broad as the most current ISO Form including as Additional Insureds all parties on whose behalf the subcontractor agrees to procure such coverage pursuant to a written contract or agreement, and shall not include any exclusions that limit the scope of coverage beyond that provided to the named insured.
- b. The requirements set forth in this paragraph apply to all polices under which the Owner, General Contractor and Indemnitees are required to be named as an additional insured.
- c. The additional insured coverage shall include completed operations coverage for the Additional Insureds for a period of not less than 24 months after completion of the project.
- d. The additional insured coverage shall include coverage for the Additional Insureds for any operations performed on residential projects, including single- or multi- family housing, residential condominiums, residential apartments and assisted living facilities.
- e. Subcontractor shall, by specific endorsement to its commercial general liability policy and automobile liability policy, as necessary, cause the coverage afforded to the Additional Insureds thereunder to be primary and non-contributory to and not concurrent with any other valid and collectible insurance available to the Additional Insureds.
- f. Subcontractor shall, by specific endorsement to its umbrella/excess liability policy, cause the coverage afforded to the Additional Insureds thereunder to be first tier umbrella/excess coverage above the primary and non-contributory coverage afforded to the Additional Insureds as set forth above and not concurrent with or excess to any other valid and collectible insurance available to the Additional Insureds whether provided to the additional insureds on a primary or excess basis.
- H. Subcontractor shall, by specific endorsement to its primary and umbrella/excess liability policies, cause the coverage afforded thereunder to include blanket written contractual liability covering all indemnity agreements set forth in this Contract including but not limited to the indemnity agreement set forth in Section 12.2 of the Contract.
- I. Subcontractor shall, by specific endorsement to each of its insurance policies as necessary, cause the coverage afforded thereunder to include products liability and completed

operations, with the provision that coverage shall extend for a period of at least 24 months after completion of the project.

- J. Subcontractor shall, by specific endorsement to its primary and umbrella/excess liability policies, provide that defense costs are not to be considered as damages so as to erode the policy limits required under paragraphs (A), (B), (C) and (D) herein.
- K. All policies required under this Contract shall be provided by insurance carriers licensed and authorized to do business in the State of New York carrying minimum A.M. Best ratings of A-VII. Policies written on a surplus lines or non-admitted basis are not acceptable and do not meet the insurance requirements set forth in this Contract and **Exhibit F**.
- L. Except as otherwise required in paragraph B above as to proof of Workers Compensation and Disability insurance, Certificates of Insurance (ACORD 25(2014/01) or similar) evidencing the foregoing insurance coverage and copies of additional insured endorsements must be furnished by Subcontractor to, and be approved by General Contractor, before Subcontractor will be permitted to do any work under this Contract or have any Purchase Order issued in connection therewith. Certificates, Notices of Cancellation, or changes, etc., are to be sent by Subcontractor, directly to General Contractor at 601 Hamburg Turnpike – Suite 300, Wayne, NJ 07470, Attention: Louis March, Jr. Subcontractor, Subcontractor's agent and Subcontractor's insurance carrier(s) must reconcile all policy requirements to the satisfaction of General Contractor. Subcontractor shall provide certified copies of all policies required under this Contract within 15 days after receipt of request by the General Contractor for such information.
- M. Before commencement of the Work, Subcontractor shall furnish General Contractor with certificates from Subcontractor's insurance carriers showing that Subcontractor has complied with the above list and that said insurance policies will not be cancelled or changed except upon thirty (30) days prior written notice to General Contractor. Except as otherwise provided above, Subcontractor agrees that the aforesaid insurance will be maintained until the entire Work to be performed by Subcontractor or any of it Sub-Subcontractors under this Contract is completed and accepted. If, at any time during the term of this Contract, the Subcontractor or any of its Sub-Subcontractors, does not provide the insurance coverage required by this Contract and this **Exhibit F**, General Contractor shall have the right, at its option, to procure same, and deduct from any sums due or to become due to Subcontractor hereunder the cost of such coverage procured by General Contractor.
- N. Any failure by the Subcontractor, a Sub-Subcontractor, or any agent of the foregoing to procure the insurance coverage and comply with the terms and conditions outlined in Article 12 of this Contract and this <u>Exhibit F</u> shall be considered a material breach of the Subcontractor's contractual obligations, and in addition to all available remedies for the material breach, the General Contractor expressly reserves the right to seek direct remedy against the Subcontractor, its Sub-Subcontractors, or any agent of the foregoing for all costs and expenses incurred as a result of the breach. Direct remedy as referenced above

shall include but not be limited to, the withholding of contract payments due to the Subcontractor under this Contract and any Purchase Order issued in connection therewith.

- O. In the event that any of the required insurance policies lapse, are revoked, suspended or otherwise terminated, for whatever cause, the Subcontractor shall immediately stop all Work, and shall not recommence Work until authorized in writing to do so by the General Contractor.
- P. Where notice of loss, damage, occurrence, accident, claim or suit is required under an insurance policy maintained in accordance with Article 12 and this <u>Exhibit F</u>, the Subcontractor shall notify in writing all insurance carriers that issued a potentially responsive policy of any such event relating to any operations under this Contract no later than twenty (20) days after such event (including notice to Commercial General Liability insurance carriers for events relating to the Subcontractor's own employees). For any policy where there is an additional insured, such notice shall expressly specify that the notice is being given on behalf of the General Contractor or other party as an additional insured as well as the Named insured. The Subcontractor shall simultaneously send a copy of such notice to the General Contractor c/o March Associates Construction, Inc., 601 Hamburg Turnpike Suite 300, Wayne, NJ 07470, Attention: Louis March, Jr.
- Q. Subcontractor shall require its Sub-Subcontractors to meet all of the insurance requirements specified in Article 12 of this Contract and this <u>Exhibit F</u> paragraphs (A) through (L) above, pursuant to specific provisions contained within written agreements with such Sub-Subcontractors and not simply by incorporation by reference of these insurance requirements.

THE FOLLOWING ARE TO BE LISTED AS ADDITIONAL INSUREDS:

 March Associates Construction, Inc., 601 Hamburg Turnpike, Ste. 300, Wayne, NJ 07470

ALSO THE FOLLOWING WORDING IS TO BE INCLUDED IN THE DESCRIPTION OF OPERATIONS BOX:

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Name of Project and Address of Project

AND

March Associates Construction Inc. is named as Additional Insured on the above policies (except Workers Compensation & Employers Liability). CG2010 10/01 version (for ongoing operations) and CG2037 10/01 version (for completed operations).Primary & noncontributory and Waiver of Subrogation applies on the above policies (Except Workers' Compensation & Employers Liability). Umbrella is follow form to General Liability & Auto Liability coverage.

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	DUCER e & Associates				NAME:							
325	North Avenue East				PHONE (A/C, No					FAX (A/C, No):		
Wes	stfield, NJ 07090				É-MAIL ADDRE	SS:						
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	If yes, describe under											1,000,000
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	Suite 300	-			AUTHORIZED REPRESENTATIVE							
	Wayne, NJ 07470				Thomas myrung							
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___(Subcontractor) _____(Contractor)

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NOTEPAD:	HOLDER CODE INSURED'S NAME	SAMPLE CLIENT	SAMPL-2 OP ID: AN	PAGE 2 Date 11/17/2015
** Construction, coverage.	Inc. Umbrella	is follow form to	General & Auto Liability	

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 Person or Organization:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. Section II Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to Iability arising out of your ongoing operations performed for that insured.
- B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:
 - 2. Exclusions

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 site 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.

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ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: Location And Description of Completed Operations: Additional Premium:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II – Who is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

Authorized Signature

Date

AGENCY CUSTOMER ID:

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A. Insur	er					
	Admitted / authorized					
	Excess line or free trac	de zone				
B. Gene	eral Liability (GL) poli	cy form				
	ISO / ISO modified					
	Other					
C. Spec	ific operations exclue	ded or restricted (GL policy)			
	Location:					
· ·	Type of construction:					
	Building height:					
	Classifications	[see attached declarations / e	endorsement]			
	Designated work	[see attached endorsement]				
D. Addit	tional insured endors	sement (GL policy)				
	CG 20 10 CG	G 20 26 CG 20 32	CG 20 33	CG 20 37	CG 20 38	
	Other: #:	Title:				
E. Acco	rding to the terms of	this GL policy, the addition	al insured has	primary and nonco	ntributory coverage	
	Yes No	and no other optic	on is available w	ith this insurer		
F. Addit	tional insured will rec	ceive advance notice if insu	rer cancels (GL	policy)		
	Yes No	and no other optic	on is available w	ith this insurer		
G. Blanl restri		ty located in the "insured co	ontract" definit	on (Section V, Num	nber 9, Item f. in the ISO CGL po	licy) is removed or
	Yes and no	other option is available with	this insurer	No changes	made	
H. "Insu	red contract" except	tion to the employers liabilit	y exclusion is	emoved or modifie	ed (GL policy)	
	Yes and no	other option is available with	this insurer	No changes	made	
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	Yes and no	other option is available with	this insurer	No changes	made	
ACORD 85	5 NY (2014/05)		Attach to A	CORD 25	© 2014 ACORD CORPORATIO	ON. All rights reserved.

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DDE	ENDUM INFORMATION (continued)	AGENC	Y CUSTOMER ID:		
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K.	Insured vs. insured suits (cross liability in the l				d vs. named insured)
	Yes and no other option is available	e with this insurer	No changes	made	
L.	Property damage to work performed by subcor or restricted	ntractors (exception to	the "damage to yo	our work" exclusion in the IS	O CGL policy) is excluded
	Yes and no other option is available	e with this insurer	No changes	made	
м.	Excess / umbrella policy is primary and non-co	ntributory for addition	al insureds		
	Yes, by specific policy provision Y	es, by endorsement	No and	no other option is availa	able with this insurer
	AUTHORIZED	REPRESENTATIVE SIGNATURI	Ξ		DATE (MM/DD/YYYY)

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies Insurance provided under the following: COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV - COMMER-CIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

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

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(Subcontractor)

PRIMARY AND NONCONTRIBUTORY -**OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY OVERAGE PART The following is added to the Other Insurance (2) You have agreed in writing in a contract or Condition and supersedes any provision to the contrary: Primary And Noncontributory Insurance This insurance is primary to and will not seek insured. 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

agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional

ADVANCE NOTICE OF CANCELLATION, NONRENEWAL OR COVERAGE REDUCTION OR RESTRICTION PROVIDED BY US

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART COMMERCIAL CRIME COVERAGE PART COMMERCIAL GENERAL LIABILITY COVERAGE PART COMMERCIAL INLAND MARINE COVERAGE PART COMMERCIAL PROPERTY COVERAGE PART COMMERCIAL UMBRELLA LIABILITY POLICY FARM UMBRELLA LIABILITY POLICY LIQUOR LIABILITY COVERAGE PART MERCANTILE UMBRELLA LIABILITY POLICY

SCHEDULE

Person(s) or Organization(s)	Address
MARCH ASSOCIATES CONSTRUCTION INC	601 HAMBURG TURNPIKE STE 300 WAYNE NJ 07470

Number of Days Notice ________

If this policy is cancelled (other than nonpayment of premium) or nonrenewed or if the coverage provided by this policy is reduced or restricted (except for any reduction in the Limits of Insurance due to claims payments), we will provide written notice to the person(s) or organization(s) listed in the Schedule.

We will provide this notice by mail 30 days in advance of any policy cancellation, nonrenewal or coverage reduction or restriction or as indicated in the Number of Days Notice in the Schedule.

All terms and conditions of this policy apply unless modified by this endorsement.