



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 30-day 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 & Connecticut:

- 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 30-day advance notice of cancellation or non-renewal and/or changes in limits of coverage.

What insurance limits do you require your subcontractors to carry? _____



CERTIFICATE OF LIABILITY INSURANCE

SAMPL-2

OP ID: AN

DATE (MM/DD/YYYY)

11/17/2015

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 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 True & Associates 325 North Avenue East Westfield, NJ 07090	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED SAMPLE CLIENT	INSURER A : A Rated Insurance Carrier	
	INSURER B : A Rated Insurance Carrier	
	INSURER C : A Rated Insurance Carrier	
	INSURER D :	
	INSURER E :	
INSURER F :		

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.

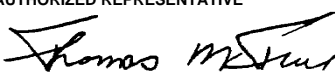
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X	X	POLICY #			EACH OCCURRENCE \$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000	
	<input checked="" type="checkbox"/> Contractual Liab						MED EXP (Any one person) \$ 10,000	
	<input checked="" type="checkbox"/> X,C,U						PERSONAL & ADV INJURY \$ 1,000,000	
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 2,000,000	
<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							PRODUCTS - COMP/OP AGG \$ 2,000,000	
OTHER:							\$	
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY	X	X	POLICY #			COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$	
	<input type="checkbox"/> ALL OWNED AUTOS						<input type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						<input checked="" type="checkbox"/> NON-OWNED AUTOS	PROPERTY DAMAGE (Per accident) \$
							\$	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB	X	X	POLICY #			EACH OCCURRENCE \$ 5,000,000	
	<input type="checkbox"/> EXCESS LIAB						<input type="checkbox"/> CLAIMS-MADE	AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DED						<input type="checkbox"/> RETENTION \$	\$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		N/A	POLICY #			<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000	
	<input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000	
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000	

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

RE: Name & Location of Job/Project#. March Associates Construction Inc. is named as Additional Insured on the above policies except Workers Compensation on a primary & non-contributory basis (CG2010 10/01 version) for ongoing operations and (CG2037 10/01 version) for completed operations. Waiver of Subrogation applies on all policies in favor of March Associates**

All insurance policies endorsed: March Associates Construction, Inc. is to receive 30 day advanced notice of cancellation or non-renewal &/or changes in limits of coverage.

CERTIFICATE HOLDER**CANCELLATION**

March Associates Construction Inc. 601 Hamburg Turnpike Suite 300 Wayne, NJ 07470	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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NOTEPAD:

HOLDER CODE
INSURED'S NAME **SAMPLE CLIENT**

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OP ID: AN

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Date **11/17/2015**

** Construction, Inc. Umbrella is follow form to General & Auto Liability coverage.

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"
 - l. 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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____ (Subcontractor) ____ (Contractor)

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. **ACORD forms are not acceptable as proof of this insurance.**

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 **Exhibit F**, 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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___ (Subcontractor) ___ (Contractor)

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 at 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 policies 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

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___ (Subcontractor) ___ (Contractor)

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 its 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 **Exhibit F** 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

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___ (Subcontractor) ___ (Contractor)

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 **Exhibit F**, 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 **Exhibit F** 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:

- | |
|---|
| 1. 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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___ (Subcontractor) ___ (Contractor)

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 & non-contributory 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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___ (Subcontractor) ___ (Contractor)

NOTEPAD:

HOLDER CODE
INSURED'S NAME **SAMPLE CLIENT**

SAMPL-2
OP ID: AN

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Date **11/17/2015**

** Construction, Inc. Umbrella is follow form to General & Auto Liability coverage.

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 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 liability 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.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 10 01

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

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

_____ (Subcontractor) _____ (Contractor)



NEW YORK CONSTRUCTION CERTIFICATE OF LIABILITY INSURANCE ADDENDUM

DATE (MM/DD/YYYY)

THIS ADDENDUM SUMMARIZES SOME OF THE POLICY PROVISIONS IN THE REFERENCED INSURANCE POLICIES AND IS ISSUED AS A MATTER OF INFORMATION ONLY; IT CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. ALL TERMS, EXCLUSIONS AND CONDITIONS IN THE ACTUAL POLICY SHOULD BE CONSULTED FOR A MORE DETAILED ANALYSIS OF COVERAGE, AS THIS ADDENDUM DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES.

AGENCY	NAMED INSURED(S)		
POLICY NUMBER	EFFECTIVE DATE	CARRIER	NAIC CODE

ADDENDUM INFORMATION CERTIFICATE NUMBER: _____ REVISION NUMBER: _____

A. Insurer

- Admitted / authorized
- Excess line or free trade zone

B. General Liability (GL) policy form

- ISO / ISO modified
- Other

C. Specific operations excluded or restricted (GL policy)

- Location: _____
- Type of construction: _____
- Building height: _____
- Classifications [see attached declarations / endorsement]
- Designated work [see attached endorsement]

D. Additional insured endorsement (GL policy)

- CG 20 10 CG 20 26 CG 20 32 CG 20 33 CG 20 37 CG 20 38
- Other: #: _____ Title: _____

E. According to the terms of this GL policy, the additional insured has primary and noncontributory coverage

- Yes No and no other option is available with this insurer

F. Additional insured will receive advance notice if insurer cancels (GL policy)

- Yes No and no other option is available with this insurer

G. Blanket contractual liability located in the "insured contract" definition (Section V, Number 9, Item f. in the ISO CGL policy) is removed or restricted

- Yes and no other option is available with this insurer No changes made

H. "Insured contract" exception to the employers liability exclusion is removed or modified (GL policy)

- Yes and no other option is available with this insurer No changes made

I. GL policy (including endorsements) does not cover the additional insured for claims involving injury to employees of the named insured or subcontractors (not workers' compensation)

- Yes and no other option is available with this insurer No changes made

J. Earth movement, excavation or explosion / collapse / underground property damage is excluded or restricted (GL policy)

Yes and no other option is available with this insurer No changes made

K. Insured vs. insured suits (cross liability in the ISO CGL policy) are excluded or restricted (other than named insured vs. named insured)

Yes and no other option is available with this insurer No changes made

L. Property damage to work performed by subcontractors (exception to the "damage to your work" exclusion in the ISO CGL policy) is excluded or restricted

Yes and no other option is available with this insurer No changes made

M. Excess / umbrella policy is primary and non-contributory for additional insureds

Yes, by specific policy provision Yes, by endorsement No and no other option is available with this insurer

AUTHORIZED REPRESENTATIVE SIGNATURE

DATE (MM/DD/YYYY)

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 24 04 10 93

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:
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 – COMMERCIAL 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.

SAMPLE IS FORM

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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**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 30

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.