

# Attachment 1 Insurance Requirements

The following packet includes samples of the insurance information that is required in order to be awarded a contract with Vericon Construction Company, LLC. Please review the checklist below to ensure you are submitting all required items.

We strongly suggest that you forward this to your insurance agent to ensure accuracy. Please note: simply sending a Certificate of Liability Insurance is no longer acceptable. Please refer to the checklist for additional required items.

ACORD 25 - COI with Specified Wording (See attached sample for exact wording- it is the only phrasing that will be accepted.)
Schedule of Forms/ Summary of Coverage Index
CG2037 - Add'l Insured Completed Operations or equivalent
CG2010 - Add'l Insured On-Going Operations or equivalent
CG2404 - Waiver of Subrogation for CGL & Auto
CG2001 – Primary Non-Contributory Wording for CGL & Auto
ACORD 855 – NY Construction Cert of Liability Insurance Addendum if applicable (i.e., your project(s) are in NY)
Workers Comp Declaration Page with States covered under policy (State must be listed if project is in that State)

### A. ACORD 25: Service Contractor shall provide the following minimum insurance coverage:

- a. Comprehensive General Liability: \$1,000,000/ \$2,000,000 aggregate Including blanket contractual, products and completed operation for three years after completion of the work (explosion, collapse and underground coverage if applicable); and Contractor's Protective Liability if the Subcontractor subcontracts to another all or any portion of the work; the following limit; Combined Bodily Injury and Property Damage. Endorsements required: CG 2037; CG 2010; CG 2001; CG 2404 (or equivalent) b. Comprehensive Auto Liability: \$1,000,000 Naming all owned, non-owned and hired vehicle with the above limit. Endorsements required: Additional Insured, Waiver of Subrogation, Primary Non-Contributory c. Umbrella Liability: \$5,000,000 In excess of Employer's Liability, Comprehensive General Liability and Comprehensive Auto Liability (no more restrictive than the underlying insurance). d. Workers Compensation Insurance/
- Vericon Construction Co. | New Jersey DC Metro Area Florida North Carolina Texas | www.vericon.com

\$ Statutory/ \$1,000,000

**Employers Liability Insurance**:



#### B. Summary of Coverage/ Index of Endorsement Page(s)

#### C. NY ACORD 855:

Please note that if your company performs or plans to perform work in NY, an ACORD 855 is required. This is in "addition" to the standard certificate of insurance.

#### D. Workers Compensation Declarations Page

Listed on this page should be all states covered under the policy. Please note that if your company performs or plans to perform work in NY, NY must be listed.

#### E. Certificate Holder:

Vericon Construction Company, LLC. 1063 Route 22 East Mountainside, NJ 07092

#### F. Certificate Description Must State:

Vericon Construction Company, LLC. is named as Additional Insured on the above policies (except Workers Compensation) on a primary & non-contributory basis for ongoing (CG 2010 10/01) & completed operations (CG2037 10/01). Waiver of Subrogation applies on all policies in favor of Vericon Construction Company, LLC. Umbrella follows form to CGL & Auto.

Please review the above checklist that is required by our insurance company and submit all forms that are listed to the following: insurance@vericon.com

Any questions, please contact Kimberly McGowan at 908-873-0022

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True & Associates				PHONE (A/C, No	, Ext):		FAX (A/C, No	:	
325 North Avenue East				E-MAIL ADDRES	SS:				
Westfield, NJ 07090							RDING COVERAGE		NAIC #
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (	Attach	ACORD 101, Additional Remarks	Schedule,	if more space is	required)			
				aiver of	Subrogation a	applies on all	policies in favor of Veric	on Cons	truction
Company, LLC. Onbrella follows form to	CGL	α Aut	0.						
CERTIFICATE HOLDER				CANC	ELLATION				
Vericon Construction Compa	iny, L	LC					ESCRIBED POLICIES BE EREOF, NOTICE WILL		
1063 Route 22 East							Y PROVISIONS.		
Mountainside, NJ 07092									
				AUTHORIZED REPRESENTATIVE					
				SIGN	ATURE REQ	UIRED			

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### POLICY NO:

### SCHEDULE OF FORMS & ENDORSEMENTS

Claims Rpt	Claims Reporting
Security Slip - Fire	Security Slip - Fire Suppression (B1332P18USD017)
PILG 1000 08 17	Common Policy Declarations
IL 00 03 09 08	Calculation of Premium
IL 00 17 11 98	Common Policy Conditions
IL 00 21 09 08	Nuclear Energy Liability Exclusion
PILG 1001 08 17	Supplemental Declarations - Commercial General Liability Coverages
PILG 1002 08 17	Schedule of Forms & Endorsements
CG 00 01 04 13	Commercial General Liability Coverage Form
CG 03 00 01 96	Deductible Liability Insurance
CG 04 35 12 07	Employee Benefits Liability
CG 20 01 04 13	Blanket Primary & Noncontributory - Other Insurance Condition
CG 20 10 04 13	Blanket Additional Insured - Owners, Lessees, or Contractors - Scheduled Person or Organization
CG 22 74 10 01	Limited Contractual Liability Coverage for Personal and Advertising Injury
CG 20 37 04 13	Blanket Additional Insured - Owners, Lessees, or Contractors - Completed Operations
CG 21 06 05 14	Exclusion: Access or Disclosure of Confidential or Personal Information & Data-Related Liability
CG 21 09 06 15	Exclusion: Unmanned Aircraft
CG 21 47 12 07	Employment-Related Practices Exclusion
CG 21 52 04 13	Exclusion - Financial Services
CG 21 54 01 96	Exclusion - Designated Operations Covered by a Consolidated Insurance Program

## 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

SCHE	
Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Blanket where required by written contract.	
Information required to complete this Schedule, if not she	own 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:

- 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.

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 shown in the Declarations;

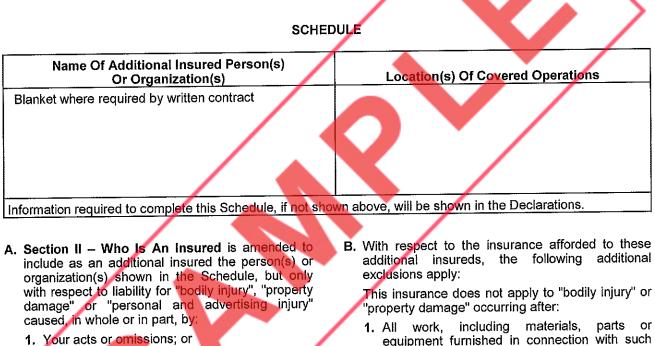
#### whichever is less.

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

### ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART



 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.
- 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.

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person Or Organization:

Blanket where required by written contract.

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 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 "productscompleted operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

## 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.



Issuing	Com	pany:
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# WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

#### Information Page

1. The Insured and Mailing Address:

Policy Number: Prior Policy Number

Producer:

Producer Number

SIC#:

NCCI Company Number:

Entity of Insured:

Other workplaces not shown above:

Insured's I.D. Number: Risk I.D. Number:

2. The policy period is from 06/10/2018 to 06/10/2019

019 **12:01** AM S

12:01 AM Standard Time at the insured's mailing address.

- 3. A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here:
  - B. Employers Liability Insurance: Part Two of the policy applies to work In each state listed in Item 3.A. The limits of our liability under Part Two are:

Bodily Injury by Accident\$1,000,000Each AccidentBodily Injury by Disease\$1,000,000Policy LimitBodily Injury by Disease\$1,000,000Each Employee

- C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:
- D. This policy includes these endorsements and schedules:
- The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

See Extension of Information Page Classifications	Code No.	Premium Basis Total est. Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
Minimum Premium: \$ MA Employer's Liab Minimum Premium: \$ If indicated below, interim adjustments of premium shall be made:		Expense Total Estimated A D		\$ \$ \$

### **BUSINESS AUTO ENDORSEMENT**

This endorsement modifies insurance provided under the following:

#### **BUSINESS AUTO COVERAGE FORM**

### **SCHEDULE**

The coverage provided by this endorsement is summarized below and is intended to provide a general coverage description only. For the details affecting each coverage, please refer to the terms and condi tions in this endorsement.

- A. Who Is An Insured broadened:
  - Additional Insured by Contract, Agreement or Permit
  - Legally Incorporated Subsidiaries
  - Newly Acquired Organizations
- **B.** Supplementary Payments
  - Bail Bonds \$5000
  - Loss of Earnings \$500
- C. Coverage Extensions
  - Transportation Expenses
  - Personal Effects (Excess Basis)
- D. Additional Coverages
  - · Expenses paid for returning a stolen covered auto
- Fire Department Service Charge E. Airbag Coverage Accidental Discharge
- Knowledge and Notice of an Accident, Claim or Suit F. .
- G. Unintentional Failure To Disclose Hazards
- H. Definitions
  - Bodily Injury Redefined

In addition to the policy amendments contained in A. through H. listed above, the endorsements listed below will automatically be attached to your policy to complete the coverage provided by the Signature Series Business Auto Endorsement:

- Audio, Visual and Data Electronic Equipment Coverage Added Limits CA 99 60
- Auto Loan/Lease Gap Coverage CA 20 71
- Drive Other Car Coverage Broadened Coverage For Named Individuals (Executive Officers and Spouse/Members of that Person's Household) CA 99 10
   Employee Hired Autos CA 20 54

- Employees As Insureds CA 99 33
  Hired Auto Physical Damage (Refer to Auto Declarations page)
- Rental Reimbursement Coverage CA 99 23
- Waiver of Transfer of Rights of Recovery (Waiver of Subrogation) CA 04 44
- A. WHO IS AN INSURED BROADENED

SECTION II - COVERED AUTOS LIABILITY COVERAGE, item A. Coverage, 1. Who Is An **Insured** is amended to include the following additional paragraphs:

> d. Any legally incorporated subsidiary of yours in which you own more than

50% of the voting stock on the effective date of this endorsement.

However, "insured" does not include any subsidiary that is an "insured" under any other liability policy or would be an "insured" under such a policy but for its termination or the exhaustion of its limit of insurance.

**COMMERCIAL AUTO** 

### 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.

B

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 contrib-

¢ Insurance Services Office, Inc., 2016

ution from any other insurance available to such "insured".

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:

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".

CA 04 49 11 16

# 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);

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.

¢ Insurance Services Office, Inc., 2011

CA 04 44 10 13

AGENCY CUSTOMER ID:



### NEW YORK CONSTRUCTION CERTIFICATE OF LIABILITY INSURANCE ADDENDUM

DATE (MINDDAYYY)

	and the second se				AN THE DECEDE	NCED INCUDANCE POLICIES AND IS ISSUED AS	A
MA	TTER OF INFORMAT	TON ONLY; IT	Confers no rigi	R A MORE DE	CERTIFICATE HO	NCED INSURANCE POLICIES AND IS ISSUED AS LDER. ALL TERMS, EXCLUSIONS AND CONDITIONS OF COVERAGE, AS THIS ADDENDUM DOES N TO BY THE POLICIES.	112
AGENC	Ŷ			<del></del>	NAMED INSURED(S)		
POLICY	'NUNUFR	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~		EFFECTIVE DATE	CARRIER	NAIC CO	DE
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	Admitted / autho						
	Excess line or fr	ee trade zone					
₿.	General Llability (G	L) policy form					
	ISO / ISO modif	ied					
	Other						
C.	Spacific operations	excluded or re	stricted (GL policy)	)			., -
	Location:						
	Type of construct	olion:		······			
	Building height:				<u></u>		
	Classifications	[see attac	ched declarations / e	ndorsement]			
	Designaled work	< (see attac	hed endorsement]				
D.	Additional insured e	ndorsement (C	GL policy)				
	CG 20 10	CG 20 26	CG 20 32	CG 20 33	CG 20 37	CG 20 38	•
	Olher: #:			•••••••••••••••••••			
E.	According to the ter	ms of this GL (	policy, the addition	el insured has j	orimary and noncor	atributory coverage	
	Yes	No and	no other optio	n is available wi	In this insurer		•
F.	Additional insured v	vill receive adv	ance notice if insu	er cancels (GL	policy)		
	Yes	No and	no other optio	n is avaliable wi	ih this insurer		
G.	Blanket contractual	ilabliity locater	d in the "Insured co	ntract" definiti	on (Section V, Num	ber 9, Item f. in the ISO CGL policy) is removed or	
	restricted						
	Yes and	_ no other opti	on is available with t	his insurer	No changes i	made	
н.	"insured contract" e	exception to the	e employers liability	exclusion is re	emoved or modified	d (GL policy)	
	Yes and	no other opti	on is available with t	his insurer	No changes i	made	•••
I.	GL policy (including subcontractors (not	endorsement: workers' com	s) does not cover th pensation)	ne additional in	sured for claims inv	voiving injury to employees of the named insured or	
	Yes and		on is available with t	his insurer	No changes i	made	
1001	RD 855 NY (2014/05)	······································		Attach to A	CORD 25	© 2014 ACORD CORPORATION. All rights reserv	ed.

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				eronomi demene	is excluded or restricted (GL policy)	
J,			s available with this insurer	No change		
	Yes and			[mm		
К.	Insured vs. Insurer				cled (other than named insured vs. named insur	ea)
	Yes and	no other option i	s available with this Insurer	No change	es made	
Ļ.	Property damage t or restricted	o work performed b	y subcontractors (exception t	o the "damage to	your work" exclusion in the ISO CGL policy) is e	9X¢
	Yes and	no other option i	s available with this insurer	No change	es made	
M.	Excess / umbrella	collev is primary an	d non-contributory for additic	nal insureds		
		c policy provision	Yes, by endorsement	No and	no other option is available with this insure	r
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