

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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).

	NAME: Insurance Broker's Name	
Insurance Agent/Broker Name	PHONE (A/C, No, Ext): Insurance Broker's Telephone # FAX (A/C, No):	
Insurance Agent/Broker Street Address or P.O. Box	E-MAIL ADDRESS: Insurance Broker Email Address	
Insurance Agent/Broker City, & State & Zip Code Contact & Phone Number	INSURER(S) AFFORDING COVERAGE	NAIC#
	INSURER A: Name of Insurance Carrier	Enter NAIC #
Subcontractor's Name/s (must match contract/purchase order)	INSURER B: Name of Insurance Carrier (if applicable)	Enter NAIC #
Subcontractor's Street Address or P.O. Box	INSURER C: Name of Insurance Carrier (if applicable)	Enter NAIC #
Subcontractor's State & Zip Code	INSURER D: Name of Insurance Carrier (if applicable)	Enter NAIC #
	INSURER E: Name of Insurance Carrier (if applicable)	Enter NAIC #
	INSURER F: Name of Insurance Carrier (if applicable)	Enter NAIC #

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 OF 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 POLICIES.

E	EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED POLICIANS.							
INSR LTR	TYPE OF INSURANCE	ADDL S	SUBR WVD	POLICY NUMBER	POLICY (MM/DD/ Y)	POLIC (P (MM/F (YYY)	LIMIT	S
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X COntractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO- DITHER:	Y	Y		Effective Date	F ration ete	H OCCURRENCE AMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$ 2,000,000 \$ 100,000 \$ N/A \$ 2,000,000 \$ 4,000,000 \$ 4,000,000
В	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY X AUTOS ONLY X AUTOS ONLY X AUTOS ONLY	Y	Y	Enter Policy #	Effective Date	Expiration Date	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$ 1,000,000 \$ \$ \$ \$
С	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION \$Enter Amount	Y	Y	Ente. Nicy #.	Effective Date	Expiration Date	EACH OCCURRENCE AGGREGATE	\$5,000,000 \$5,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	<u> </u>	_ntern cy#	Effective Date	Expiration Date	X PER OTH- E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	
	OTHER							

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

All Operations, All Locations.

CERTIFICATE HOLDER

DGC Capital Contracting Corp and all their Clients, their affiliates and subsidiaries are named as additional insured on a primary and non contributory basis on all policies excluding workers compensation. Completed Operations coverage in included for the additional insured. A waiver of subrogation is provided in favor of DGC Capital Contracting Corp. and Owner. A 30 Day written notice of cancellation will be provided to DGC Capital Contracting Corp. Contractual Liability is included on the general liability policy and the umbrella follows form.

CANCELLATION

DGC Capital Contracting Corp. 506 South 9th Avenue Mount Vernon, NY 10550	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.				
	AUTHORIZED REPRESENTATIVE				

EXHIBIT C: INSURANCE REQUIREMENTS- NEW YORK

Before commencing work the Subcontractor shall procure and maintain insurance from companies licensed in the state where the work is being performed, at his own expense, until completion and final acceptance of the work with not less than the attached limits and coverages.

Please provide DGC Capital with original certificates and amendatory endorsements effecting coverage required by this contract. All certificates and endorsements are to be received and approved by DGC Capital prior to work beginning. Failure to obtain the required documents prior to the work beginning shall not waive the Subcontractor's obligation to provide insurance. A copy of the entire Commercial General Liability policy shall be submitted to the Contractor when requested

The Certificate of Insurance must indicate DGC Capital Contracting Corp. as certificate holder.

Additional Insured Endorsements issued to your General Liability policy must be submitted.

The Description of Operations must say:

All Operations, All Locations.

DGC Capital Contracting Corp and all their Clients, their affiliates and subsidiaries are named as additional insured on a primary and non-contributory basis on all policies excluding workers compensation. Completed Operations coverage in included for the additional insured. A waiver of subrogation is provided in favor of DGC Capital Contracting Corp. and Owner. A 30 Day written notice of cancellation will be provided to DGC Capital Contracting Corp. Contractual Liability is included on the general liability policy and the umbrella follows form.

Insurance Requirements for Projects located in New York:

- 1) Commercial General Liability (CGL) coverage with limits of Insurance of not less than \$2,000,000 each occurrence and \$4,000,000 Annual Aggregate.
 - a) If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project.
 - b) CGL coverage shall be written on ISO Occurrence form CG 00 01 1093 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, residential projects (if applicable) and personal and advertising injury.
 - c) Contractor, Owner and all other parties who Contractor is required to name as additional insureds by any contract, shall be included as insureds on the CGL, using ISO Additional Insured Endorsement CG 20 10 (11 85) or a combination of CG 20 10 (10 01) & CG 20 37 (10 01), or an endorsement providing equivalent or broader coverage to the additional insureds. The coverage provided to the additional insureds under the policy issued to the Subcontractor shall be at least as broad as the coverage provided to the Subcontractor under the policy. Coverage for the additional insureds shall apply as Primary and non-contributing Insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insureds.
 - d) Subcontractor shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least 3 years after completion of the Work.
 - e) CGL coverage shall not have a residential exclusion.

2) Automobile Liability

- a) Business Auto Liability with limits of at least \$1,000,000 each accident.
- Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and nonowned automobiles.
- c) General Contractor, Owner and all other parties required of the General Contractor, shall be included as insureds on the auto policy.

3) Commercial Umbrella

- a) Umbrella limits must be at least \$5,000,000.
- b) Umbrella coverage must include as insureds all entities that are additional insureds on the CGL.
- c) Umbrella coverage for such additional insureds shall apply as primary before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured other than the CGL, Auto Liability and Employers Liability coverages maintained by the Subcontractor.
- 4) Workers Compensation and Employers Liability
 - a) Employers Liability Insurance limits of at least \$1,000,000 each accident for bodily injury by accident and \$1,000,000 each employee for injury by disease.
 - b) Where applicable, U.S. Longshore and Harbor workers Compensation Act Endorsement shall be attached to the policy.
 - c) Where applicable, the Maritime Coverage Endorsement shall be attached to the policy.
- 5) The subcontractor shall not sublet any part of his work without assuming full responsibility for requiring similar insurance from his subcontractors and shall submit satisfactory evidence to that effect to the Contractor. Each such insurance policy, except the Worker's Compensation Policy, shall include the Owner and the Contractor as an additional insured.

Waiver of Subrogation

Subcontractor waives all rights against Contractor, Owner and Architect and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability or workers compensation and employers liability insurance maintained per requirements stated above.

EXHIBIT C: INSURANCE REQUIREMENTS- NEW JERSEY & OTHER STATES

Before commencing work the Subcontractor shall procure and maintain insurance from companies licensed in the state where the work is being performed, at his own expense, until completion and final acceptance of the work with not less than the attached limits and coverages.

Please provide DGC Capital with original certificates and amendatory endorsements effecting coverage required by this contract. All certificates and endorsements are to be received and approved by DGC Capital prior to work beginning. Failure to obtain the required documents prior to the work beginning shall not waive the Subcontractor's obligation to provide insurance. A copy of the entire Commercial General Liability policy shall be submitted to the Contractor when requested

The Certificate of Insurance must indicate DGC Capital Contracting Corp. as certificate holder.

Additional Insured Endorsements issued to your General Liability policy must be submitted.

The Description of Operations must say:

All Operations, All Locations.

DGC Capital Contracting Corp and all their Clients, their affiliates and subsidiaries are named as additional insured on a primary and non-contributory basis on all policies excluding workers compensation. Completed Operations coverage in included for the additional insured. A waiver of subrogation is provided in favor of DGC Capital Contracting Corp. and Owner. A 30 Day written notice of cancellation will be provided to DGC Capital Contracting Corp. Contractual Liability is included on the general liability policy and the umbrella follows form.

Insurance Requirements for NJ and other states

The Subcontractor shall purchase and maintain insurance of the following types of coverage and limits of liability:

- 1) Commercial General Liability (CGL) with limits of Insurance of not less than \$2,000,000 each occurrence and \$4,000,000 Annual Aggregate.
 - a) If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project.
 - b) CGL coverage shall be written on ISO Occurrence form CG 00 01 1093 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, and personal and advertising injury.
 - c) General Contractor, Owner and all other parties required of the General Contractor, shall be included as insureds on the CGL, using ISO Additional Insured Endorsement CG 20 10 (11 85) or CG 20 10 (10 93) AND CG 20 37 (10 01) or CG 20 33 (10 01) AND CG 20 37 (10 01) or an endorsement providing equivalent coverage to the additional insureds. This insurance for the additional insureds shall be as broad as the coverage provided for the named insured subcontractor. It shall apply as Primary and non-contributing Insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured.
 - d) Subcontractor shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least 3 years after completion of the Work.
 - e) CGL coverage shall not have a residential exclusion.

2) Automobile Liability

- a) Business Auto Liability with limits of at least \$1,000,000 each accident.
- Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and nonowned automobiles.
- General Contractor, Owner and all other parties required of the General Contractor, shall be included as insureds on the auto policy via the use of form CA 20 48 02 99 or the equivalent.

3) Commercial Umbrella

- a) Umbrella limits must be at least \$5,000,000.
- b) Umbrella coverage must include as insureds all entities that are additional insureds on the CGL.
- 4) Workers Compensation and Employers Liability
 - a) Employers Liability Insurance limits of at least \$1,000,000 each accident, \$1,000,000 for bodily injury by accident, and \$1,000,000 each employee for injury by disease.
 - b) Where applicable, U.S. Longshore and Harbor workers Compensation Act Endorsement shall be attached to the policy.
 - c) Where applicable, the Maritime Coverage Endorsement shall be attached to the policy

Waiver of Subrogation

Subcontractor waives all rights against Contractor, Owner and Architect and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability or workers compensation and employers liability insurance maintained per requirements stated above. Subcontractor's Workers Compensation policy has WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT with Contractor, Owner and Architect listed on SCHEDULE.