



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/16/2024

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).

<b>PRODUCER</b> Pinnacle - ABA - A Biz Action Insure Me Agency 4 Becker Farm Road Roseland NJ 07068	<b>CONTACT NAME:</b> <b>PHONE (A/C. No. Ext):</b> 973-284-0100		<b>FAX (A/C. No):</b> 973-284-1655
	<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>			<b>NAIC #</b>
<b>INSURER A:</b> United Fire & Casualty Co			13021
<b>INSURED</b> La Vaca General Contractors LLC 51 CRESTMONT RD West Orange NJ 07052 LAVACAG-01	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		

**COVERAGES**

CERTIFICATE NUMBER: 272723214

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		10128621518	7/29/2024	7/29/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Property			10128621518	7/29/2024	7/29/2025	Ded: \$1,000 BPP: \$5,000

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

Covered location: 51 CRESTMONT RD, WEST ORANGE, NJ 07052-1626

**CERTIFICATE HOLDER****CANCELLATION**

CONSUMER AFFAIRS DIVISION  
 124 Halsey St  
 Newark, NJ 07102

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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6. At **B. Exclusions, 1. Applicable To Business Liability Coverage**, the last paragraph is deleted and replaced with the following:

Exclusions **c., d., e., f., g., h., i., k., l., m., n.,** and **o.** do not apply to damage by fire, explosion, lightning, smoke resulting from such fire, explosion, lightning, or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in Paragraph **D. Liability And Medical Expenses Limits Of Insurance**

7. Only with respect to your “employees” who occupy positions that are supervisory in nature, paragraph **C. Who Is An Insured, 2.a.(1)** is deleted and replaced with:

(1) “Bodily injury” or “personal and advertising injury”:

- (a) To you, to your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);
- (b) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph (1)(a) above; or
- (c) Arising out of his or her providing or failing to provide professional health care services.

For the purposes of this Item 6. only, a position is deemed to be supervisory in nature if that person performs principal work which is substantially different from that of his or her subordinates and has authority to hire, transfer, direct, discipline or discharge.

8. The following is added to **C. Who Is An Insured**:

- 3. Any legally incorporated entity of which you own more than fifty percent of the voting stock during the policy period only if there is no other similar insurance available to that entity. However, coverage does not apply to “bodily injury”, “property damage” or “personal and advertising injury” that occurred before you acquired more than fifty percent of the voting stock.
- 4. Any organization that you newly acquire or form, other than a partnership, joint venture, or limited liability company and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
  - a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
  - b. Paragraph **A.1. Business Liability** does not apply to:
    - (1) “Bodily injury” or “property damage” that occurred before you acquired or formed the organization; and
    - (2) “Personal and advertising injury” arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture, or limited liability company that is not shown as a Named Insured in the Declarations.

5. **Additional Insured – Vendors**

- a. Any person(s) or organization(s) (referred to throughout this endorsement as vendor), but only with respect to “bodily injury” or “property damage”, which may be imputed to that person(s) or organization(s) arising out of “your products” which are distributed or sold in the regular course of the vendor’s business.

However:

- (1) The insurance afforded to such vendor only applies to the extent permitted by law; and
  - (2) If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.
- b. With respect to the insurance afforded to these vendors, the following additional exclusions apply:
    - (1) The insurance afforded to the vendor does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
  - (b) Any express warranty unauthorized by you;
  - (c) Any physical or chemical change in the product made intentionally by the vendor;
  - (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
  - (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
  - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
  - (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
  - (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
    - i. The exceptions contained in subparagraph (d) or (f); or
    - ii. Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container entering into, accompanying or containing such products.

- c. With respect to the insurance afforded to these additional insureds, the following is added to paragraph **D. Liability And Medical Expenses Limits Of Insurance:**

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.

#### **6. Additional Insured – Lessor Of Leased Equipment**

- a. Any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) is an insured only with respect to your liability for "bodily injury", "property damage" or "personal and advertising injury" directly arising out of the maintenance, operation or use of equipment leased to you, which may be imputed to such person or organization as the lessor of equipment.

However:

- (1) The insurance afforded to such additional insured only applies to the extent permitted by law; and
  - (2) 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, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.
  - c. With respect to the insurance afforded to these additional insureds, the following is added to paragraph **D. Liability And Medical Expenses Limits Of Insurance:**

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.

#### **7. Additional Insured – Managers Or Lessors Of Premises**

- a. Any manager(s) or lessor(s) of premises is an additional insured when required by a written contract or agreement, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown as a covered location the policy Declarations.

However:

- (1) The insurance afforded to such additional insured only applies to the extent permitted by law; and
- (2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- b. With respect to the insurance afforded to these additional insureds the following additional exclusions apply:

This insurance does not apply to:

- (1) Any “occurrence” that takes place after you cease to be a tenant in the premises described in the policy Declarations.
- (2) Structural alterations, new construction or demolition operations performed by or for the manager(s) or lessor(s) of premises.

- c. With respect to the insurance afforded to these additional insureds, the following is added to paragraph **D. Liability And Medical Expenses 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.

#### **8. Additional Insured – Engineers, Architects Or Surveyors Not Engaged By The Named Insured**

- a. Any engineers, architects or surveyors who are not engaged by you are also additional insureds, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” which may be imputed to that architect, engineer or surveyor arising out of:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf;

In the performance of your ongoing operations performed by you or on your behalf.

Such engineers, architects or surveyors, while not engaged by you, are contractually required to be added as an additional insured to your policy.

However, the insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law; and
- (2) 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 paragraph **D. Liability And Medical Expenses Limits Of Insurance:**

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.

**9. Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations**

- a. Any state or governmental agency or subdivision or political subdivision is also an additional insured, subject to the following provisions:
- (1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.  
However:
    - (a) The insurance afforded to such additional insured only applies to the extent permitted by law; and
    - (b) 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.
  - (2) This insurance does not apply to:
    - (a) “Bodily injury”, “property damage” or “personal and advertising injury” arising out of operations performed for the federal government, state or municipality; or
    - (b) “Bodily injury” or “property damage” included within the “products-completed operations hazard”.
- b. With respect to the insurance afforded to these additional insureds, the following is added to paragraph **D. Liability And Medical Expenses Limits Of Insurance**:

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.

**10. Additional Insured – Controlled Insurance Program (Wrap-Up) Off-Premises Operations Only – Owners, Lessees or Contractors**

- a. Any person(s) or organization(s) for whom you are performing operations, for which you have elected to seek coverage under a “controlled insurance program”, when you and such person(s) or organization(s) have agreed in a written contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy is an insured. Such person(s) or organization(s) is an additional insured only with respect to your liability which may be imputed to that person(s) or organization(s) directly arising out of your ongoing operations performed for that person(s) or organization(s) at a premises other than any project or location that is designated as covered under a “controlled insurance program”. A person’s or organization’s status as an insured under this endorsement ends when your operations for that insured are completed.
- b. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies.

This insurance does not apply to:

“Bodily injury”, “property damage” or “personal and advertising injury” arising out of the rendering of, or failure to render any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- (2) Supervisory, inspection

**11. Additional Insured – Owners, Lessees Or Contractors – Automatic Status When Required In Construction Or Service Agreement With You Including Upstream Parties**

- a. Any person(s) or organization(s) for whom you are performing operations when you and such person(s) or organization(s) have agreed in a written contract or agreement that such person or organization be added as an additional insured on your policy.
- b. Any other person(s) or organization(s) you are required to add as an additional insured under the written contract or agreement described in paragraph a. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal or advertising injury" which may be imputed to that person(s) or organization(s) directly arising out of:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured described above:

- (1) Only applies to the extent permitted by law; and
- (2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- c. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
  - (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

- (2) "Bodily injury" or "property damage" occurring after:
  - (a) 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
  - (b) 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.

## **12. Additional Insured – Products-Completed Operations Coverage Including Upstream Parties**

- a. Any person(s) or organization(s) for whom you are performing operations when you and such person(s) or organization(s) have agreed in a written contract or agreement that such person or organization be added as an additional insured on your policy.
- b. Any other person(s) or organization(s) you are required to add as an additional insured under the written contract or agreement described in paragraph a. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal or advertising injury" which may be imputed to that person(s) or organization(s) directly arising out of "your work" performed for that additional insured included in the "products-completed operations hazard".

However:

- (1) The insurance afforded to such additional insureds only applies to the extent permitted by law;

- (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.
- (3) Such coverage will not apply subsequent to the first to occur of the following:
  - (a) The expiration of the period of time required by the “written contract”; or
  - (b) The expiration of any applicable statute of limitations or statute of repose with respect to claims arising out of “your work”.

c. With respect to the insurance afforded to any additional insured under this endorsement, the following additional exclusionary language shall apply:

This insurance does not apply to “bodily injury” or “property damage” arising out of the rendering of, or the failure to render, any professional architecture, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

9. The following is added to paragraph **D. Liability And Medical Expenses Limits Of Insurance**, subparagraph **b.**:

The Other Than Products/Completed Operations Aggregate limit applies separately to each of your “locations” owned by or rented to you or temporarily occupied by you with the permission of the owner.

For the purposes of this addition, “locations” means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway, or right-of-way of a railroad.

10. The following is added to paragraph **D. Liability And Medical Expenses Limits Of Insurance**, subparagraph **b.**:

The Other Than Products/Completed Operations Aggregate limit applies separately to each of your projects away from premises owned by or rented to you. A separate Other Than Products/Completed Operations Aggregate limit will apply for projects at premises owned by or rented to you.

11. In **E. Liability And Medical Expenses General Conditions, 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**, subparagraphs **a.** and **b.** are deleted and replaced with the following:

**a.** You must see to it that we are notified as soon as practicable of an “occurrence” or an offense which may result in a claim. Knowledge of an “occurrence” by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee. To the extent possible, notice should include:

- (1) How, when and where the “occurrence” took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the “occurrence” or offense.

**b.** If a claim is made or “suit” is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or “suit” and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or “suit” as soon as practicable. Knowledge of a claim or “suit” by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee.

12. In **F. Liability And Medical Expense Definitions**, subparagraph **3.** is deleted and replaced with:

**3.** “Bodily injury” means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

13. In **F. Liability And Medical Expense Definitions**, subparagraph **12.f.(1)** is deleted and replaced with:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

The following is added to **Section III – COMMON POLICY CONDITIONS H. Other Insurance** and supersedes any provision to the contrary:

### 4. 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;
- (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;
- (3) The additional insured gives us prompt written notice of any "occurrence" which may result in a claim and prompt written notice of "suit";
- (4) The additional insured immediately forwards all legal papers to us, cooperates in the investigation or settlement of the claim or defense against the "suit", and otherwise complies with policy conditions.
- (5) The additional insured must tender the defense and indemnity of any claim or "suit" to any other insurer which also insures against a loss we cover under this policy. This includes, but is not limited to, any insurer which has issued a policy of insurance in which the additional insured qualifies as an insured. For the purpose of this requirement, the term "insures against" refers to any self-insurance and to any insurer which issued a policy of insurance that may provide coverage for the loss, regardless of whether the additional insured has actually requested that the insurer provide the additional insured with a defense and/or indemnity under that policy of insurance.
- (6) The additional insured agrees to make available any other insurance that the additional insured has for a loss we cover under this policy.