

# D. J. WAGNER

Heating & Air Conditioning Inc.  
30 Cutler Avenue  
Westville, NJ 08093

Phone (856) 853-6201  
Fax (856) 853-6294  
[www.djwagner.com](http://www.djwagner.com)

# SUBCONTRACT

## EXHIBIT A

Subcontract Number: 1423-603D-1  
Order Date: 07-22-2025  
Job: 1423  
Jthorson, 7-22-2025

**Vendor:**

National TAB  
1329 East Kemper Rd.  
Suite 4210  
Cincinnati, OH 45246

**Job Site Address:**

Eatontown, NJ 07724

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Ordered by:

Terms:

Date Required:

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**Scope of Work**

**Amount**

1 Day Site Visit 8/4/25

1,200.00

Air Terminal Reading DOAS -1

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Subcontract Amount 1,200.00

National TAB Approval: \_\_\_\_\_

## SUBCONTRACT

Contract No.: 1423-603D-1

Agreement made on 7/22/2025  
between **the Contractor: DJ Wagner Heating & Air Cond Inc**  
**and the Subcontractor: National TAB**

for the following project: **Brightview Eatontown**  
**201 Wyckoff Rd**  
**Eatontown, NJ 07724**

Phone:

Fax:

Owner:

Architect:

Engineer:

All Invoices for payment must have Exhibit B - Subcontractors Partial Release of Liens included with the invoice to be paid. Tax is included in the lump sum price for all sub contracts.

The Contractor agrees to pay the Subcontractor the sum of 1,200.00 and the Subcontractor agrees to accept "Subcontract Sum" as full payment in accordance with all of the terms and conditions hereinafter set forth.

### ARTICLE 1

1. The Contract Documents for this Subcontract consist of this Agreement and any additional exhibits attached hereto, the conditions of the contract between **D.J. Wagner Heating & Air Conditioning, Inc.** ("Contractor") and National TAB ("Subcontractor")
2. All Documents, Drawings and Specifications are hereby made part of this contract.
3. The "Prime Contractor" agrees to the terms and conditions of the Contract Documents between the Contractor and National TAB. The "Subcontractor" acknowledges its opportunity to inspect the Contract Documents prior to the execution of this Subcontract Document.

### ARTICLE 2

The Subcontractor shall furnish all labor, materials and equipment and shall perform all the work for:  
**See Attached Scope of Work dated**

The Subcontractor shall not assign the Work of this Subcontract without the written consent of the Contractor, nor subcontract the whole or portions of this Subcontract without the written consent of the Contractor.

# **SUBCONTRACT**

Contract No.:

## **ARTICLE 3**

The Subcontractor shall furnish an insurance certificate listing D.J. Wagner Heating & Air Conditioning, Inc. and the General Contractor as additionally insured and further shall indicate that the policy is primary to all other policies.

**See Exhibit A.**

Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the subcontractor's work until date of final payment and termination of any coverage required to be maintained after final payment to the Subcontractor.

These certificates and the insurance policies required by this article shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Contractor.

To the fullest extent permitted by law, the Subcontractor shall indemnify and hold harmless the Owner, Contractor, Architect, Engineer, Prime Contractor, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Subcontractor's work under this subcontract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), but only to the extent caused by the negligent acts or omissions of the Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Article.

In claims against any person or entity indemnified under this Article by an employee of the Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Article shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

The Contractor and Subcontractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Owner, the Architect, the Engineer, the Prime Contractor, separate contractors, and any of their subcontractors, sub-subcontractors, agents and employees for damages caused by fire or other causes of loss to the extent covered by property insurance provided under the Prime Contract or other property insurance applicable to the work, except such rights as they may have to proceeds of such insurance held by the Owner as a fiduciary. The Subcontractor shall require all agents and employees, by appropriate agreements, written where legally required for validity, similar waivers in favor of the parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

# **SUBCONTRACT**

Contract No.:

## **ARTICLE 4**

The Subcontractor shall furnish a Schedule of Values broken down in detail and include a breakdown of labor and materials.

The Contractor shall pay the Subcontractor monthly payments on the basis of invoices which are to be submitted on the **15th** of each month which is projected to the end of the month, representing the actual amount of labor performed and/or materials delivered and installed during the month. When the Contractor's invoice has been approved and payment received from the owner, payment of 90% of the full or proportional amount received for the Subcontractor's work will be made to the Subcontractor Sixty days (60) from the projected month end.

Invoices, which are received after the 15th of the month, will not be processed for the current billing.

A Release of Liens is to be sent with each invoice. **See Exhibit B.**

## **ARTICLE 5**

No additional work is to be performed without first submitting a proposal addressed to the attention of the project Manager and receiving approval to proceed in the form of a written Change Order. Any work that is performed of an additional nature without such approval or authorization will not be compensated.

## **ARTICLE 6**

The Subcontractor shall take reasonable safety precautions with respect to performance of this Subcontract, shall comply with safety measures or safety plan initiated by the Prime Contractor and/or the Contractor, and with applicable laws, ordinances, rules, regulations and orders of public authorities for the safety of persons and property in accordance with the requirements of the Prime Contract. The Subcontractor shall report to the Contractor within three days an injury to an employee or agent of the Subcontractor that occurred at the site. At a minimum, subject to the foregoing requirements, all O.S.H.A. safety precautions are to be followed, including but not limited to all O.S.H.A safety precautions the wearing of hard hats, safety goggles and the insurance of using safe, sound equipment, machinery, electrical, cords, ladders, etc. This is the sole responsibility of the Subcontractor. Any fines or penalties and precautions shall be the responsibility of the Subcontractor.

## **ARTICLE 7**

All work, materials, equipment and articles of the Subcontractor shall be protected by the Subcontractor at its own expense against deterioration, loss, damage and injury and the Subcontractor (and not the Contractor) shall be responsible so far as the Subcontractor's Work is concerned for all materials delivered and Work performed while Subcontractor is at the site.

## **ARTICLE 8**

Subcontractor shall protect the work of other trades from damage, which may be caused by the Work. Any and all work or equipment damaged as a result of the performance of the Work shall be repaired at Subcontractor's expense.

# **SUBCONTRACT**

Contract No.:

## **ARTICLE 9**

Unless otherwise noted, all work is to be completed on a regular time basis. Sufficient labor and/or materials are to be provided by the Subcontractor so that work will be performed during normal working hours only. Any costs for work performed on an overtime basis due to Subcontractor not meeting schedule/ and or contract performance dates will be the Subcontractor's responsibility.

If the Subcontractor persistently or repeatedly fails or neglects to carry out the Work in accordance with the Subcontract Documents or otherwise to perform in accordance with this Subcontract and fails within seven days after receipt of written notice to commence and continue correction of such default or neglect with diligence and promptness, the Contractor may, after seven days following receipt by the Subcontractor of an additional written notice and without prejudice to my other remedy the Contractor may have, terminate the Subcontract and complete the Subcontractor's Work by whatever method the Contractor and Prime Contractor may deem in the best interests of the project. If the unpaid balance of the Subcontract Sum exceeds the expense of finishing the Subcontractors Work and other damages incurred by the Contractor and not expressly waived, such excess shall be paid to the Subcontractor. If such expense and damages exceed such unpaid balance, the Subcontractor shall pay the difference to the Contractor.

If the Owner terminates the Prime Contract for the Owner's convenience, the Contractor shall, upon notice from the Prime Contractor, deliver written notice to the Subcontractor. Upon receipt of written notice of termination, the Subcontractor shall: (1) cease operations as directed by the Contractor in the notice; (2) take actions necessary, or that the Contractor may direct, for the protection and preservation of the Work; and (3) except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing purchase orders and enter into no further purchase orders.

In case of such termination for the Owner's convenience; the Subcontractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

The Contractor may, without cause, order the Subcontractor in writing to suspend, delay or interrupt the Work of this Subcontract in whole or in part for such period of time as the Contractor may determine. In the event of suspension ordered by the Contractor, the Subcontractor shall be entitled to an equitable adjustment of the Subcontract Sum. An adjustment shall be made for increases in the Subcontract Sum, including profit on the increased cost of performance, caused by suspension, delay, or interruption. No adjustment shall be made to the extent: (1) that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Subcontractor is responsible; or (2) that an equitable adjustment is made or denied under another provision of this Subcontract.

## **ARTICLE 10**

Subcontractor shall pay all sales, consumer, use and other similar taxes required by law and shall secure all permits, fees and licenses necessary for the execution of the Work.

# **SUBCONTRACT**

Contract No.:

## **ARTICLE 11**

Subcontractor must furnish all necessary scaffolding, hoisting and unloading required for the performance of the Work. Subcontractor must notify Project Manager in advance of shipments of materials, prepaid freight, and unloading at site.

If the scaffolding, false work, hoisting, or unloading operations require calculations of load requirements, the Subcontractor is responsible to provide the Contractor with the necessary calculations sealed by a Professional Engineer.

## **ARTICLE 12**

Subcontractor shall be responsible for keeping the work area clean and free of debris during the execution of its Work under this Subcontract, and for the removal of all debris upon completion of its Work. The Subcontractor shall not be held responsible for unclean conditions caused by other contractors or subcontractors. If the Subcontractor fails to clean up as provided in the Subcontract Documents, the Contractor may charge the Subcontractor for the Subcontractor's appropriate share of cleanup costs.

## **ARTICLE 13**

The Subcontractor warrants to the Owner, Architect, Engineer, Prime Contractor, and Contractor that materials and equipment furnished under this Subcontract will be of good quality and new unless otherwise required or permitted by the Subcontract Documents, that the Work of this Subcontract will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Subcontract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Subcontractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Subcontractor, or normal wear and tear under normal usage. This warranty shall be in addition to and not in limitation of any other warranty or remedy required by law or by the one-year warranty required under this Article.

The Subcontractor will supply a written one (1) year parts and labor guarantee for all work performed on the site. **See Exhibit C.**

## **SCOPE OF WORK**

Subcontractor is to provide all materials, labor and equipment necessary to complete all work in accordance with this Subcontract and the contract documents. Work shall include but is not limited to the following:

**AS PER ATTACHED QUOTE (S)**

**SUBCONTRACT**

Contract No.:

**The Subcontractor is liable to the Contractor for any failure to perform the Work in strict accordance with the Contract Documents.**

IN WITNESS WHEREOF, and intended to be legally hereby, the parties here to have executed this **Agreement under seal, on this day,**

\_\_\_\_\_

FOR:

FOR: **DJ Wagner Heating & Air Cond Inc**

BY: \_\_\_\_\_  
Subcontractor

BY: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: John Boswell

Title: \_\_\_\_\_

Title: Project MG

(Seal)

(Seal)

# D.J. WAGNER HEATING & AIR CONDITIONING, INC.

## EXHIBIT B: INSURANCE PROVISIONS SUBCONTRACTOR'S INSURANCE

Before commencing the Work on any individual Project, and as a condition precedent to any payment, the Subcontractor shall purchase and maintain insurance in conformance with the provisions contained in this **Exhibit B**. This insurance will provide a defense and indemnify the Contractor, but only with respect to liability for bodily injury, property damage and personal and advertising injury caused in whole or in part by the Subcontractor's acts or omissions or the acts or omissions of those acting on the Subcontractor's behalf.

Proof of this insurance shall be provided to the Contractor before the Work commences, as set forth below. To the extent that the Subcontractor subcontracts with any other entity or individual to perform all or part of the Subcontractor's Work, the Subcontractor shall require the other Sub-Subcontractors to furnish evidence of equivalent insurance coverage, in all respects, terms and conditions as set forth herein, prior to the commencement of work by the Sub-Subcontractor. In no event shall the failure to provide this proof, prior to the commencement of the Work, be deemed a waiver by the Contractor of Subcontractor's or the Sub-Subcontractor's insurance obligations set forth herein.

In the event that the insurance company(ies) issuing the policy(ies) required by this exhibit deny coverage to the Contractor, the Subcontractor or the Sub-Subcontractor will, upon demand by the Contractor, defend and indemnify the Contractor at the Subcontractor's or Sub-Subcontractor's expense.

### MINIMUM LIMITS OF LIABILITY

The Subcontractor must maintain the required insurance with a carrier rated A- or better by A. M. Best. The Subcontractor shall maintain at least the limits of liability as set forth below:

#### **Commercial General Liability Insurance**

\$1,000,000 Each Occurrence Limit (Bodily Injury and Property Damage)  
\$2,000,000 General Aggregate per Project  
\$2,000,000 Products & Completed Operations Aggregate  
\$1,000,000 Personal and Advertising Injury Limit

#### **Business or Commercial Automobile Liability Insurance**

\$1,000,000 combined single limit per accident

#### **Workers' Compensation and Employers' Liability Insurance**

\$100,000 Each Accident; \$100,000 Each Employee for Injury by Disease; \$500,000 Aggregate for Injury by Disease

#### **Excess or Umbrella Liability** (to overlay Employer's Liability, Automobile Liability and Commercial General Liability Coverages)

\$1,000,000 Occurrence /aggregate

#### **Additional Insured Status and Certificate of Insurance**

**ANY SPECIFIC WORDING THAT MAY BE REQUIRED ALONG WITH THE INFORMATION ON THE ADDITIONALLY INSURED'S WILL BE PROVIDED ON A SEPARATE DOCUMENT.**

The Contractor and Owner, along with their respective officers, agents and employees, shall be named as additional insureds for Ongoing Operations and Products/Completed Operations on the Subcontractor's and any Sub-Subcontractor's Commercial General Liability Policy and Excess or Umbrella Policy, which must be primary and noncontributory with respect to the additional insureds. This insurance shall remain in effect as set forth below, in the "Continuation of Coverage" provision.

The Contractor and Owner, along with their respective officers, agents and employees shall be named as additional Insureds on the Business or Commercial Automobile Liability Policy, which must be primary and noncontributory with respect to these additional insureds. It is expressly understood by the parties to this Subcontract that it is the intent of the Parties that any insurance obtained by the Contractor is deemed excess, non-contributory and not co-primary in relation to the coverage(s) procured by the Subcontractor, the Sub-Subcontractor or any of their respective consultants, officers, agents, subcontractors, employees or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of the aforementioned may be liable by operation of statute, government regulation or applicable case law.

To the fullest extent permitted by applicable state law, a Waiver of Subrogation Clause shall be added to the General Liability, Automobile, Excess or Umbrella and Workers Compensation policies in favor of Contractor and Owner, and shall indemnify and hold harmless (named insured) against any claims, damages, losses and expenses, including legal fees arising out of or resulting from performance of subcontracted work to the extent caused in whole or in part by the subcontractor or anyone directly or indirectly employed by the subcontractor including a waiver of workers compensation immunity.

This clause shall apply to the Contractor's and Owner's officers, agents and employees, with respect to all Projects during the policy term.

Prior to commencement of Work on any individual Project, Subcontractor shall submit a Certificate of Insurance in favor of Contractor and an Additional Insured Endorsement (in a form acceptable to the Contractor) as required hereunder. The Subcontractor's Insurance policies shall provide for thirty (30) days' notice to Contractor for cancellation or any change in coverage and be evidenced by the Certificate of Insurance. Copies of insurance policies shall promptly be made available to the Contractor upon request.

#### **NO LIMITATION ON LIABILITY**

With regard to any and all claims against any additional insured by any employee of the Subcontractor, anyone directly or indirectly employed by the Subcontractor or anyone for whose acts the Subcontractor may be liable, the indemnification obligation shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for the Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

#### **CANCELLATION, RENEWAL AND MODIFICATION**

The Subcontractor shall maintain in effect all insurance coverages required under this Subcontract at the Subcontractor's sole expense, underwritten by insurance companies acceptable to the Contractor, until final completion and acceptance of the entirety of the Subcontract Work; or longer if so provided in the Work Order such as with respect to completed operations coverage. Certificates of insurance showing required coverage to be in force must be delivered to the Contractor prior to commencement of the Subcontract Work for an individual Project. In the event the Subcontractor fails to obtain or maintain any insurance coverage required under this Subcontract, this shall be considered a material breach of the Subcontract, entitling the Contractor, at its sole discretion, to purchase such equivalent coverage as desired for the Contractor's benefit and charge the expense to the Subcontractor, or, in the alternative, exercise all remedies otherwise provided in the Subcontract, the Work Order, or as permitted by law or equity.

#### **CONTINUATION OF COVERAGE**

The Subcontractor shall continue to carry Completed Operations Liability Insurance for at least three (3) years after either ninety (90) days following Substantial Completion of the Work or final payment to the Contractor on any individual Project, whichever is later. The Subcontractor shall furnish the Contractor evidence of such insurance at final payment and in each successive year during which the insurance coverage must remain in effect.

#### **ACKNOWLEDGMENT OF REFERRAL OF THIS PROVISION TO THE SUBCONTRACTOR'S INSURANCE AGENT OR BROKER**

The Subcontractor represents that it has provided a copy of the "Insurance Provisions" to his insurance agent and/or broker, and that the Subcontractor has instructed the agent/broker to provide insurance in full compliance with the terms and conditions herein.

The Contractor and Subcontractor hereby acknowledge that this **Exhibit B** is considered a material term of the Subcontract.

On Behalf of the Contractor

On Behalf of the Subcontractor

\_\_\_\_\_  
Signature

Date:

Date:

Release: 07/2015

\_\_\_\_\_  
Signature

# EXHIBIT "B-2" SAMPLE CERTIFICATE - PLEASE BE SURE TO FOLLOW LIMITS SHOWN ON EXHIBIT "B" - INSURANCE REQUIREMENTS

## CERTIFICATE OF LIABILITY INSURANCE

MM/DD/YYYY  
00/00/0000

**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  YOUR AGENT	CONTACT NAME: PHONE (A/C, No. Ext):      FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE      NAIC # INSURER A: Insurance Company with INSURER B: Best Rating of A-IX or INSURER C: better and licensed in INSURER D: state where work is to be INSURER E: done. INSURER F:
INSURED  YOUR NAME	

**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 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												
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	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?</td> <td style="width: 15%; text-align: center;">Y/N</td> </tr> <tr> <td>(Mandatory in NH)</td> <td style="text-align: center;">N/A</td> </tr> <tr> <td colspan="2">If yes, describe under DESCRIPTION OF OPERATIONS below</td> </tr> </table>	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	Y/N	(Mandatory in NH)	N/A	If yes, describe under DESCRIPTION OF OPERATIONS below				Covering in state where work is done									
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	Y/N																		
(Mandatory in NH)	N/A																		
If yes, describe under DESCRIPTION OF OPERATIONS below																			
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">**Professional Liability (if applicable)</td> <td style="width: 15%;">N/A</td> </tr> <tr> <td>**Environmental Liability (if applicable)</td> <td style="text-align: center;">Y</td> </tr> </table>	**Professional Liability (if applicable)	N/A	**Environmental Liability (if applicable)	Y			Policy Number	Current	Date									
**Professional Liability (if applicable)	N/A																		
**Environmental Liability (if applicable)	Y																		

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

**Project Name: All Work performed for Donohoe Construction Company**

PLEASE CLEARLY PLACE THE PROJECT NAME  
BE SURE DJW IS NAME CERTIFICATE HOLDER & ADDITIONALLY INSURED and FOLLOW THE LIMITATIONS SHOWN ON EXHIBIT "B"

<b>CERTIFICATE HOLDER</b>  D.J. WAGNER HEATING & AIR CONDITIONING, INC 30 Cutler Avenue Westville, NJ 08093	<b>CANCELLATION</b>  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  <p style="text-align: center;">Authorized Signature</p>
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# D.J. WAGNER HEATING & AIR CONDITIONING, INC.

## EXHIBIT “C”

### PAYMENT TERMS

### & SCHEDULE OF VALUES (w/SAMPLE)

#### **SCHEDULE OF VALUES – ONLY REQUIRED WHEN “REQUESTED”**

The Subcontractor is required to furnish a **Schedule of Values** (Hereinafter known as “SOV”) that is broken down in detail and includes a breakdown of labor and materials (*Sample Attached*).

#### **PAYMENT TERMS**

D.J. Wagner Heating & Air Conditioning, Inc. (Hereinafter Known as “Contractor”) shall pay Subcontractor monthly payments on the basis of invoices, provided via SOV. Be certain your document shows the retainage held each month along with the cumulative total.

Your Invoices are to be received by the **15th of each month** and are to be projected through the end of that month. Your invoice shall represent the actual amount of labor performed and/or materials delivered and installed during that month.

When the *Contractor’s* invoice has been approved and payment received from the owner, a payment of 90% of the full or proportional amount received for the Subcontractor’s work will be made to the Subcontractor Sixty days (60) from the projected month end.

PLEASE NOTE: Invoices received **after the 15th** of the month, **will not be processed** for the current billing cycle.

ALSO, a **Release of Liens** is to accompany each invoice. (See Exhibit “F”) in order for Contractor to issue subcontractors payment. Please Note, if the Construction Manager/GC requires a specific Release, that form will be provided in place of the D.J. Wagner document.