



DASNY

ANDREW M. CUOMO
Governor

ALFONSO L. CARNEY, JR.
Chair

REUBEN R. MCDANIEL, III
Acting President & CEO

SECTION C

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DORMITORY AUTHORITY STATE OF NEW YORK

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NEW YORK CONSTRUCTION CERTIFICATE OF LIABILITY INSURANCE ADDENDUM

DATE (MM/DD/YYYY)

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

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

ADDENDUM INFORMATION CERTIFICATE NUMBER: REVISION NUMBER:

A. Insurer

- Admitted / authorized
- Excess line or free trade zone

B. General Liability (GL) policy form

- ISO / ISO modified
- Other

C. Specific operations excluded or restricted (GL policy)

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

D. Additional insured endorsement (GL policy)

- CG 20 10 CG 20 26 CG 20 32 CG 20 33 CG 20 37 CG 20 38
- Other: #: _____ Title: NOT ACCEPTED Others are acceptable, but must be reviewed for content

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AUTHORIZED REPRESENTATIVE SIGNATURE

DATE (MM/DD/YYYY)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s) | Location(s) Of Covered Operations |
|--|---|
| <p>DASNY, State of New York, CLIENT</p> <p>Any language like "as per written contract" is not acceptable - DASNY, etc. must be named</p> | <p>Project or installation location</p> |
| <p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p> | |

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", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

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(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.

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the 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.

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.

HIGHLIGHTS ADDED TO THE FORM

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s) | Location And Description Of Completed Operations |
|---|--|
| DASNY, State of New York, CLIENT | Project or installation location |
| Any language like "as per written contract" is not acceptable - DASNY, etc. must be named | |
| | |

Information required to complete this Schedule, if not shown 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:

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 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.

HIGHLIGHTS ADDED TO THE FORM

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.



DASNY

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Chair

GERRARD P. BUSHELL, Ph.D.
President & CEO

Memorandum

TO: DASNY Contractors & Consultants

FROM: Jamie Pelis- Procurement

DATE: August 30, 2017

RE: 30 Day Notice of Cancellation

Your contract with the Dormitory Authority of the State of New York (DASNY) requires that your insurance coverage provide the Authority with at least 30 days written notice prior to cancellation, non-renewal, or material change of your insurance policy.

In the event that DASNY's Procurement unit receives your insurance information on an ACORD Certificate of Liability Insurance form (ACORD 25 2016/03), your insurance agent/broker will need to provide information regarding the policy's terms and conditions, as they pertain to Notice of Cancellation, by adding a comment in the Description of Operations/Locations/Vehicles section of the Certificate, or by referencing the applicable policy section or endorsement on the Certificate and attaching that document for our review.

If the policy does not provide at least 30 days notice to the Authority as required by contract, the Authority will ask you to endorse the policy accordingly, and to provide evidence of the change via a copy of that endorsement.

Insurance Requirements

Certificate of Liability Insurance

Sample Accord Certificate is attached.

Please make sure the 30 Days Written Notice Clause Reads as Follows on the Certificate: EXPIRATION DATE THEREOF, THE ISSUING COMPANY MAIL 30 DAYS WRITTEN NOTICE "TO DASNY".

Disability Benefits

DB-120.1 or DB-820/829 (5/06 or later) - Certificate of Disability Benefits. The insurance carrier will provide a completed form as evidence of in-force coverage.

Workers Comp

1. DB-155- Certificate of Disability Self Insurance. The NYS Workers' Compensation Board's Self Insurance Office will provide a completed form. C-105.2 (9/07 or later) – Certificate of Workers' Compensation Insurance. The insurance carrier will provide a completed form as evidence of in-force coverage.
2. U-26.3- Certificate of Workers' Compensation Insurance from the State Insurance Fund. The State Insurance Fund will provide a completed form as evidence of in-force coverage.
3. GSI-105.2 /SI-12- Certificate of Workers' Compensation Self Insurance. The NYS Workers' Compensation Board's Self Insurance Office or the contractor's Group Self Insurance Administrator will provide a completed form.

Dormitory Authority – State of New York
Contractor’s Certifications pursuant to State Finance Law § 139-j and § 139-k

This form shall be completed and submitted with your bid. Failure to complete and submit this form may result in a determination of non-responsiveness and disqualification of the bid.

I. Contractor Affirmation relating to procedures governing permissible contacts:

(Contractor Must Check Applicable Box)

Contractor: affirms does not affirm

that it understands and has to date and agrees hereinafter to comply with the Dormitory Authority’s procedures relative to permissible contacts for this procurement as required by State Finance Law § 139-j (3) and § 139-j (6) (b).

II. Contractor Disclosure of Findings of Non-Responsibility and Prior Contract Terminations or Withholdings under the 2005 Procurement Lobbying Law:

1. Has any “governmental entity,” as defined in State Finance Law § 139-j and § 139-k made a finding in the last four years that the Contractor was not responsible?

No Yes

2. If yes, was the basis for any such finding(s) the intentional provision of false or incomplete information required by State Finance Law § 139-j and § 139-k, and/or the failure to comply with the requirements of State Finance Law § 139-j (3) relating to permissible contacts?

No Yes

If yes, please provide details regarding each finding of non-responsibility below. (Attach additional pages, if necessary.)

Governmental Entity: _____

Date of Finding: _____

Basis of Finding: _____

Dormitory Authority – State of New York

Contractor’s Certifications pursuant to State Finance Law § 139-j and § 139-k

3. Has any “governmental entity” as defined in State Finance Law § 139-j and § 139-k terminated or withheld a procurement contract with the Contractor due to the intentional provision of false or incomplete information required by such Laws and/or the failure to comply with the requirements of State Finance Law § 139-k(3) relating to permissible contacts?

No Yes

If yes, please provide details below. (Attach additional pages, if necessary)

Governmental Entity: _____

Date of Termination or Withholding of Contract:

Basis of Termination or Withholding of Contract:

The undersigned acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine of up to \$10,000 or imprisonment of up to five years under 18 U.S.C. Section 1001; and states that all information provided to the Dormitory Authority with respect to State Finance Law § 139–j and § 139–k is complete, true and accurate.

| Signature | Date |
|-------------------|------|
| Contractor: _____ | |
| Address: _____ | |
| | |
| Name: _____ | |
| Title: _____ | |

VENDOR RESPONSIBILITY QUESTIONNAIRE

All bidders must complete the Vendor Responsibility Questionnaire in the New York State VendRep System. Information concerning the system is contained in the paragraph that follows.

To enroll in and use the New York State VendRep System, see the Instructions available at <http://www.osc.state.ny.us/vendrep/index.htm> or go directly to the VendRep System online at <http://onlineservices.osc.state.ny.us/>. Vendors must provide their New York State Vendor Identification Number when enrolling. To request assignment of a Vendor ID Number, or for help with the online questionnaire, contact the Office of the State Comptroller's Help Desk at 866-370-4672 or 518-408-4672 or by email at ITSServiceDESK@osc.state.ny.us.

The Certification page must be submitted to DASNY with bid submittals upon notification of intent to award.