

ANDREW M. CUOMO Governor

ALFONSO L. CARNEY, JR. Chair

REUBEN R. MCDANIEL, IIIActing President & CEO

SECTION C

ALBANY (HEADQUARTERS): 515 Broadway, Albany, NY 12207 | 518-257-3000

NEW YORK CITY: One Penn Plaza, 52nd Floor, New York, NY 10119 | 212-273-5000

BUFFALO: 539 Franklin Street, Buffalo, NY 14202 | 716-884-9780

ROCHESTER: 3495 Winton Place, Building C, Suite 1, Rochester, NY 14623 | 585-461-8400

DORMITORY AUTHORITY STATE OF NEW YORK

WE FINANCE, DESIGN & BUILD NEW YORK'S FUTURE.

www.dasny.org



FOR DEMO PURPOSES ONLY 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 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).

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|----------------------|--------------------|-----------------------------------|-------------------|-------|
| PRODUCER | _ | CONTACT NAME: | _ | |
| Your Agent or Broker | | PHONE (A/C, No, Ext): | FAX (A/C, No): | |
| | | E-MAIL ADDRESS: | | |
| | | INSURER(S) AFFORDING COVER | AGE | NAIC# |
| | | INSURER A: Your Insurance Company | | |
| INSURED | | INSURER B: Your Insurance Company | | |
| | | INSURER C: Your Insurance Company | | |
| Your Name | | INSURER D: Your Insurance Company | | |
| | | INSURER E: Your Insurance Company | | |
| | | INSURER F: Your Insurance Company | | |
| 00//504050 | OFFICIOATE NUMBER: | DEVIOLON | NUMBED: | |

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 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 | | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|-------------|---|-----|-------------|---------------|----------------------------|----------------------------|--|-------------|
| | GENERAL LIABILITY | | | | , | , <u>,</u> | EACH OCCURRENCE \$ DAMAGE TO RENTED | 2,000,000 |
| | CLAIMS-MADE X OCCUR | | | | | | PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ | 50,000 |
| Α | X Include Independent Contractors | Υ | | XYZ-123 | MM/DD/YY | MM/DD/YY | PERSONAL & ADV INJURY \$ | 2,000,000 |
| | | | | | | | GENERAL AGGREGATE \$ | 2,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PRODUCTS - COMP/OP AGG \$ | 2,000,000 |
| | POLICY PRO- JECT LOC | | | | | | \$ | |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ | \$1,000,000 |
| | X ANY AUTO | | | | | | BODILY INJURY (Per person) \$ | |
| В | X ALL OWNED X SCHEDULED AUTOS | | | ABC-345 | MM/DD/YY | MM/DD/YY | BODILY INJURY (Per accident) \$ | |
| | HIRED AUTOS NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) \$ | |
| | X | | | | | | \$ | |
| | X UMBRELLA LIAB X OCCUR | | | | | | EACH OCCURRENCE \$ | As Needed |
| С | EXCESS LIAB CLAIMS-MADE | Υ | | LLL-555 | MM/DD/YY | MM/DD/YY | AGGREGATE \$ | |
| | DED RETENTION \$ | | | | | | \$ | |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N | | | | | | WC STATU- OTH- TORY LIMITS ER | |
| lъ | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? | N/A | | WCB-678 | MM/DD/YY | MM/DD/YY | E.L. EACH ACCIDENT \$ | |
| | (Mandatory in NH) | | | | | | E.L. DISEASE - EA EMPLOYEE \$ | 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - POLICY LIMIT \$ | 1,000,000 |
| E | Builders Risk - REQUIRED FOR: OMH, OPWDD, OASAS, NYCHA | | | MCK-777 | MM/DD/YY | MM/DD/YY | Contract Value | |

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

Project Name:- iNSTALL DATA CABLING AND WIRING AT DASNY'S NEW OFFICE

Facility: DASNY'S NYC OFFICE - 28 LIBERTY STREET, NY, NY

The following are Additional Insureds as respect to this project: the Dormitory Authority-State of NY; the State of NY; & Construction Manager. Proof of 30 Day Notice of Cancellation in favor of Dormitory Authority of the State of NY is required for all insurance policies.

| CERTIFICATE HOLDER | CANCELLATION | | |
|---|--|--|--|
| Dormitory Authority- State of New York Attn: Risk Management 515 Broadway | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. | | |
| Albany, New York 12207 | AUTHORIZED REPRESENTATIVE Your Agent/Broker Representative | | |

CANCELLATION

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| $ACORD_{\scriptscriptstyle 	ext{TM}}$ CERTIFICATE OF LIABILITY INSURANCE | | | | | | | | | |
|--|--|---------------------|----------------------|-------------------------|---|--|------------|----------|------------|
| PRODUCER | | | | | | | | | |
| THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, | | | | | | | | | |
| Proc | ducer | EXTEND OF | R ALTER THE COVERAGE | AFFORDED BY THE POLICIE | ES BELOW. | | | | |
| | | | | | INSURERS | AFFORDING COVERAG | E | | |
| INSURI | ED | | | INSURER A | Insurer A | ı | | | |
| | | | | INSURER B | | | | | |
| | 1/6 | | | INSURER C | | | | | |
| Insured (Contractor), Address INSURER D INSURER E | | | | | | | | | |
| THE D | OLICIES OF INISTIDANCE LISTED BELOW HAVE | DEEN ISSUED TO | THE NAME | | | INDICATED NOTWITH | TANDING | 2 4 4 | IV |
| THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE 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 OF MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. | | | | | | | | | |
| AGGR | EGATE LIMITS SHOWN MAY HAVE BEEN RED | UCED BY PAID CL | AIMS. | 1 | | | | | |
| INSR LTR | TYPE OF INSURANCE | POLICY NUMBER | | EFFECTIVE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LI | MITS | | 2 |
| Α | GENERAL LIABILITY | xxxxxxxxxxx | x xx/x | x/xxxx | XX/XX/XXXX | EACH OCCURRENCE | - 6 | Ś | 3.000.000 |
| Α | X COMMERCIAL GENERAL LIABILITY | 7000000000 | 70,7 | 747000 | 7047047000 | FIRE DAMAGE (Any or | | \$ | 100,000 |
| | CLAIMS MADE X OCCUR | | | | | MED EXP (Any one pe | | \$ | 10,000 |
| | \square | | | | | PERSONAL & ADV INJ | | \$ | 3,000,000 |
| | X Waiver of Subrogation | | | | | GENERAL AGGREGATI | | \$ \$ | 3,000,000 |
| | GENERAL AGGREGATE LIMIT APPLIES PER | Waiver car | be stated | in the descrip | tion box below. | PRODUCTS-COMP/OF | <u> </u> | \$ | 3,000,000 |
| | POLICY PROJECT LOC | | İ | • | 1 | , | | | .,, |
| Α | AUTOMOBILE LIABILITY X ANY AUTO | XXXXXXXXXXX | xx/x | X/XXXX | XX/XX/XXXX | COMBINED SINGLE LI (Ea accident) | MIT | \$ | 3,000,000 |
| | X ALL OWNED AUTOS | | | | | BODILY INJURY | | \$ | |
| | X SCHEDULED AUTOS | | | | | (Per person) | | | |
| | X HIRED AUTOS X NON-OWNED AUTOS | | | | | BODILY INJURY | 1 | \$ | |
| | X NON-OWNED AUTOS X Waiver of Subrogation | Waiver can | be stated ir | the descript | ion box below. | (Per accident) PROPERTY DAMAGE | | \$ | |
| | Waiver of Subrogation | | İ | • | 1 | (Per accident) | ' | Y | |
| | COMMERCIAL BLANKET BOND X | | | | | BLANKET BOND | : | \$ | |
| Α | EXCESS LIABILITY | xxxxxxxxxxxx | x xx/x | x/xxxx | xx/xx/xxxx | EACH OCCURRENCE | Ś | 10 | ,000,000 |
| А | X OCCUR CLAIMS MADE | | | • | | AGGREGATE | | <u></u> | ,,,,,,,,, |
| | | | | | | AGGREGATE | | ? | |
| | DEDUCTIBLE | | | | | | | | |
| | RETENTION \$ | | | | | | | | |
| В | WORKER'S COMPENSATION AND | xxxxxxxxxx | KX XX/X | X/XXXX | XX/XX/XXXX | | THER | | |
| | EMPLOYER'S LIABILITY | | | | | 3,000,000 | | | |
| | | Waiver can b | e stated in | the descripti | on box below. | E.L. EACH ACCIDENT E.L.DISEASE-EA EMPL | | ş S | 3,000,000 |
| | | | | | | E.L.DISEASE-POLICY L | · · · · · | \$ | 3,000,000 |
| | OTHER | | | | | | | | |
| DESCRI | PTION OF OPERATIONS/LOCATIONS/VEHICL | ES/EVCLUSIONS | ADDED BY T | NDODSENACE | IT/SDECIAL DROVUSIO |) NIS | | | |
| | | | | | | | | | |
| | iner and Theobald, Inc. , <mark>CBRE, Inc., Summit Glory,</mark> ppear," shall be named as additional insureds with | | | | | | | | |
| | nobile Liability Policy, and Worker's Compensation | | | | | | | | |
| | any of such parties is finally determined to be sol | | | - | • | | | | |
| | actor's insurance shall be primary and all insurance | | • | • • • | . , | • | | • | scun |
| insurance and shall not contribute with Contractor's insurance for Contractor's insurance shall be primary and non-contributory to CBRE, Inc., Summit Glory, LLC and Fosun Property Holdings Limited's insurance. | | | | | | | | | |
| CERTIFICATE HOLDER/ADDITIONAL INSURED, INSURED LETTER CANCELLATION CANCELLATION | | | | | | | | | |
| | | | CHOI!! D AA | IV OF THE ACC | | 7 | DE TUE EV | חום י | TION |
| Sum | nmit Glory LLC, | | | | | IES BE CANCELLED EFOI IDEAVOR TO MAIL 30 DA | | | |
| | E, Inc. and all related entities | | | - | | EFT, BUT FAILURE TO DO | | | |
| | iberty Street | | OBLIGATIO | N OR LIABILITY | OF ANY KIND UPON | THE INSURER, ITS AGEN | rs or rep | RES | ENTATIVES. |
| Nev | v York, NY 10005 | | AJTHORIZED | REPRESENTATI | VE | | | | |
| | | "good" or "acc | | | | | | | |
| | | good or acc | ebrapie (| .oi must na | ve the following: | | | | |
| | cies are in effect (i.e., are not expired). | Dan January C | | | | ation. (Either of the 2 | ways sho | wn | on the |
| | ts meet or exceed Agreement. The Employer's Liabi lity Insurance, & Auto Liability Insurance requireme | | | Sample | • | ributory (Fither of the | o 2 w.o | ch- | on +h - |
| | orella/Excess Liability Policy. | nto may be odusiled | anougn an | | | ributory. (Either of the | ± ∠ ways s | 2UO. | wn on the |
| | Sample COI.) Additional insured phrase matches the Sample COI exactly. 6. CRRF Named as Contificate Holder. | | | | | | | | |

- 6. CBRE Named as Certificate Holder7 30-Day Cancellation (we will allow 10-day cancel for non-payment.)

Vendor Notice of Insurance Required

THE COVERAGE INDICATED BELOW MUST be provided through an insurance company which carries an A.M. Best rating of no less than "A-" "VIII." A certificate indicating this coverage with <u>separate</u> Additional Insured Endorsement shall be on file in our office **PRIOR TO COMMENCEMENT OF THE WORK**, and shall provide for thirty (30) days prior written notice of cancellation or reduction of coverage.

PAYMENT WILL BE WITHHELD for work performed under your Service Contract until evidence of **ALL** insurance coverages required is received by CBRE.

The MINIMUM REQUIREMENTS ACCEPTABLE are:

1. COMMERCIAL GENERAL LIABILITY \$3,000,000 Each Occurrence Bodily Injury and Property Damage \$3,000,000 Aggregate

2. AUTOMOBILE LIABILITY COVERAGE \$3,000,000 Combined Single Bodily Injury and Property Damage Limit Each Occurrence

This coverage must include coverage for Owned, Hired, and Non-Owned Vehicles. If no owned vehicles, Hired and Non-Owned coverage is required.

3. WORKERS' COMPENSATION EMPLOYER'S LIABILITY LIMIT

STATUTORY REQUIREMENTS \$3,000,000 each accident.

Statutory coverage as required by state in which the work is to be performed. If you are self-employed with no other employees, a qualified self-insured, or not required to carry Workers' Compensation, you must submit a letter stating this, or a copy of your certificate of self-insurance. A Waiver of Subrogation endorsement issued in favor of C B Richard Ellis and Owner must be attached to the certificate.

4. ADDITIONAL INSURED ENDORSEMENTS – (Form "B" CG 2010 107/04 or equivalent and CG 20 37 07/04). The terms of your Service Contract require you to name CBRE and Owner (insert legal entities named on contract) as an Additional Insured on the endorsements to your policy (attached to the certificate). The endorsements may include the following clause, or a separate endorsement may be issued. This endorsement must be attached to the certificate:

PRIMARY COVERAGE

"The insurance afforded by this policy for the additional insured(s) is primary insurance and any other insurance maintained by or available to the additional insured(s) is non-contributory"

Note: We ask the additional insured endorsement provide coverage for "all completed operations" and "all on-going operations performed for CBRE and Owner <u>(insert legal entities named on contract)</u>" in order to minimize paper work for you and us.



5. INCREASED LIABILITY COVERAGE (Excess/Umbrella)

Vendors may fulfill their insurance obligations through the use of any combination of primary and umbrella coverage. This coverage shall be primary to Owner's and Manager's insurance and will cover Owner and Manager as Additional Insured for claims arising out of the Vendor's ongoing and completed operations for or on behalf of Owner or Manager. Owner and Manager shall be named as Additional Insured by endorsement to General Liability and Auto Liability insurance policies.

PROFESSIONAL LIABILITY

If a Vendor's work involves professional design or engineering, special evidence of \$1,000,000 in professional liability coverage may also be required by Owner.



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 |
|--|---|
| | |
| 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", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - **1.** Your acts or omissions; or
 - 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. **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:

- 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: | | | | | | |
|--|---|--|--|--|--|--|
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| | | | | | | |
| Information required to complete this Schedule | e, 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 "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

| AGENOT GOOTGINER ID: | AGENCY CUSTOMER ID: | |
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AGENCY

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.

NAMED INSURED(S)

| POLICY | YNUMBER | EFFECTIVE DATE | CARRIER | NAIC CODE |
|--------|---|--------------------|--|-----------------------------|
| ADDE | ENDUM INFORMATION CERTIFICATE NUMBER | ER: | REVISION N | NUMBER: |
| A. | Insurer Admitted / authorized Excess line or free trade zone | | | |
| В. | 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 / | | | |
| | Designated work [see attached endorsement] | | | |
| D. | Additional insured endorsement (GL policy) CG 20 10 CG 20 26 CG 20 32 Other: #: Title: Oth | | CG 20 37 CG 20 38 | |
| E. | According to the terms of this GL policy, the additio | | | |
| | Yes No and no other opt | ion is available w | ith this insurer | |
| F. | Additional insured will receive advance notice if inst | urer cancels (GL | . policy) | |
| | Yes No and no other opt | ion is available w | ith this insurer | |
| G. | Blanket contractual liability located in the "insured or restricted | contract" definiti | ion (Section V, Number 9, Item f. in the ISO | CGL policy) is removed or |
| | Yes and no other option is available with | this insurer | No changes made | |
| Н. | "Insured contract" exception to the employers liability | ity 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 subcontractors (not workers' compensation) | the additional in | sured for claims involving injury to employ | ees of the named insured or |
| | Yes and no other option is available with | this insurer | No changes made | |
| | | | | |

| ADD | ENDUM INFORMATION (continued) | AGEN | CY CUSTOMER ID |): | |
|-----|--|----------------------------------|------------------|--------------------------------|---------------------------|
| | | -i / N / d d | | | - U A |
| J. | Earth movement, excavation or exploration Yes and no other option | is available with this insurer | No change | | olicy) |
| | Tes and Ind other option | is available with this insurer | No change | es made | |
| K. | Insured vs. insured suits (cross liabil | | | | vs. named insured) |
| | Yes and no other option | is available with this insurer | No change | es made | |
| L. | Property damage to work performed or restricted | by subcontractors (exception to | o the "damage to | your work" exclusion in the IS | O CGL policy) is excluded |
| | Yes and no other option | is available with this insurer | No change | es made | |
| M. | Excess / umbrella policy is primary a | nd non-contributory for additio | nal insureds | | |
| | Yes, by specific policy provision | Yes, by endorsement | No and | no other option is availa | ble with this insurer |
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| | A | UTHORIZED REPRESENTATIVE SIGNATU | RE | | DATE (MM/DD/YYYY) |
| | | | | | |
| | | | | | |

AGENCY CUSTOMER ID:

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 |
|---|--|
| 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 sho | wn 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", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - 1. Your acts or omissions; or
 - 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:

- 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:

- 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 sh | 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:

- 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
- 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.



ANDREW M. CUOMO Governor

ALFONSO L. CARNEY, JR.

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 <u>30</u> 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. | Со | Contractor Affirmation relating to procedures governing permissible contacts: | | | | | |
|-----|----------|---|--|-----------|---|----|--|
| | (| Contractor Must (| Check Applicable | e Box) | | | |
| | C | Contractor: □ af | firms | □ doe | s not affirm | | |
| | | Oormitory Authori | ty's procedures i | elative | grees hereinafter to comply with the to permissible contacts for this procuremer (3) and § 139–j (6) (b). | ıt | |
| II. | | | | | on-Responsibility and Prior Contract e 2005 Procurement Lobbying Law: | | |
| 1. | | | | | in State Finance Law § 139-j and § 139-k ne Contractor was not responsible? | | |
| | | No | | | Yes | | |
| 2. | ir fa | ncomplete inform ailure to comply v ermissible conta | ation required by vith the requirem | / State l | s) the intentional provision of false or Finance Law § 139-j and § 139-k, and/or th State Finance Law § 139-j (3) relating to | е | |
| | | No f yes, please prov Attach additional | | | Yes ch finding of non-responsibility below. | | |
| Gov | ernm | ental Entity: | | | | | |
| | Date | e of Finding: | | | | | |
| | Basis | of Finding: | | | | | |
| | | - | | | | | |
| | | _ | | | | | |
| | | _ | | | | | |
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| | | _ | | | | | |

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

| 3. | term inter the | ninated or v ntional prov | vithheld a procu vision of false or omply with the re | rement co incomple | ntract with the C te information re | ce Law § 139-j and § contractor due to the quired by such Laws nce Law § 139-k(3) re | and/or |
|---|--------------------------------------|---|---|---|---|---|---------------------------|
| | | No | | | Yes | | |
| | If yes | , please pr | ovide details be | low. (Atta | ch additional pa | ges, if necessary) | |
| Gover | nment | al Entity: | | | | | _ |
| Date of | Termi | ination or V | Vithholding of C | ontract: | | | |
| Basis o | f Term | nination or \ | Withholding of C | Contract: | | | _ |
| | | | | | | | _ |
| | | | | | | | _ |
| | | | | | | | _ |
| may co Section impriso provide | nstitut 210.3 nment d to th | e a felony u 35 or Section of up to fiv | under Penal Lav on 210.45, and r re years under 1 y Authority with | v Section 2 nay also b 8 U.S.C. S | 210.40 or a misc e punishable by Section 1001; ar | e or misleading inforn lemeanor under Pena a fine of up to \$10,00 nd states that all inforn aw § 139–j and § 139 | al Law 00 or mation |
| | | Signatu | ıre | | | Date | |
| | Contr | ractor: _ | | | | | _ |
| | Ad | dress: _ | | | | | _ |
| | ١ | _ 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.



Opportunity Programs Group

UPSTATE: 515 Broadway * Albany, NY 12207-2964 * Phone: (518) 257-3706 Fax: (518) 257-3100

DOWNSTATE: One Penn Plaza, 52nd Floor * New York, NY * 10119-0098 * Phone: (212) 273-5000 Fax: (212) 273-5121

UTILIZATION PLAN

| | O | RIGINAL Submiss | ion REVISED Submis | sion 🗌 |
|-------|--|--------------------|--|---------------------|
| A. PI | RIME INFORMATION | N: CONTRACTOR | CONSULTANT | VENDOR |
| | Name: Address: Contact Person: E-Mail Address: | | City: State: Telephone Number: | Zip: Fax Number: |
| B. PR | ROJECT INFORMATION | ON: | | |
| | Project Number: | Work Authorization | # (if applicable) | |
| | Contract / Bid Number | Contract Am | ount: \$ | |
| | MBE Goal %_ | \$ WBI | E Goal % \$ | - |
| | Facility Name: Building(s): Address: City: County: _ Work Description: | = | | |
| 1. | Schedule of proposed | | | A 11.17 (1.14) |
| | Trade/Service | Amount \$ | Trade/Service | Amount \$ |
| | - | \$ | (122.2.2.2.2.2.2.2.2.2.2.2.2.2.2.2.2.2.2 | \$ |
| | === | \$ | | \$ |
| | | \$ | | \$ |
| | | \$ | | \$ |
| | - | \$ | - | \$ |
| 2. | Description of Equip | ment, Materials or | Supplies | Estimated Amount |
| | | | | \$ |
| | | | | \$ |
| | | | | \$ |
| | | | | \$ |
| | | | | \$ |
| | - | | | \$ |
| | | | | ¢. |

UTILIZATION PLAN

(subcontractor/supplier continuation page)

| п | Firm Name: Address: | | | Value of Proposed Award: \$ Fed ID No. |
|---|---------------------------------|------|-----------------|---|
| | | Zip: | | Estimated Start Date: |
| | City: State: Contact Person: | zip. | | Telephone: |
| | Email Address: | | | Type of Firm: MBE WBE OTHER |
| | | | | Type of Thin. [] Hazz [] (122 [] e 12221 |
| | Work Description: | | | |
| п | Firm Name: | | | Value of Proposed Award: \$ |
| | Address: | | | Fed ID No. |
| | City: State: | Zip: | | Estimated Start Date: |
| | Contact Person: | | | Telephone: |
| | Email Address: | | | Type of Firm: MBE WBE OTHER |
| | Work Description: | | | |
| ш | Firm Name: | | | Value of Proposed Award: \$ |
| | Address: | | | Fed ID No. |
| | City: State: | Zip: | | Estimated Start Date: |
| | Contact Person: | | | Telephone: |
| | Email Address: | | | Type of Firm: MBE WBE OTHER |
| | Work Description: | | | |
| | What she was the constraint | | | |
| | Firm Name: | | | Value of Proposed Award: \$ |
| | Address: | | | Fed ID No. |
| | City: State: | Zip: | | Estimated Start Date: |
| | Contact Person: | | | Telephone: |
| | Email Address: | | | Type of Firm: MBE WBE OTHER |
| | Work Description: | | | |
| п | Firm Name: | |) 1 | Value of Proposed Award: \$ |
| | Address: | | | Fed ID No. |
| | City: State: | Zip: | | Estimated Start Date: |
| | Contact Person: | | | Telephone: |
| | Email Address: | | | Type of Firm: MBE WBE OTHER |
| | Work Description: | | | |
| | Firm Name: | | | Value of Proposed Award: \$ |
| | Address: | | | Fed ID No. |
| | City: State: | Zip: | | Estimated Start Date: |
| | Contact Person: | • | | Telephone: |
| | Email Address: | | | Type of Firm: MBE WBE OTHER |
| | Work Description: | | | |

UTILIZATION PLAN

D. PERMANENT EMPLOYEE DISTRIBUTION

| PRIME INFORMA | TION: CONTRACTOR CONSULTANT | r 🗌 VENDOR 🔲 |
|-----------------------------|---|---|
| Name: | | |
| Address: | City: Si | tate: Zip: |
| Contact Person: | | ımber: Fax Number: |
| E-Mail Address: | | |
| ENTER POSITION OR JOB TITLE | OF PERMANENT EMPLOYEES FEMALE EMPLOYEES NATIVE WHITE BLACK AMERICAN HISPANIC ASIAN VNER: For position titles such as President, Partner, Ov | NATIVE WHITE BLACK AMERICAN HISPANIC ASIAN |
| | | |
| | | |
| | | |
| PROFESSIONAL: | For position titles of individuals possessing a Licens | e to practice their profession |
| | | |
| | | |
| | | |
| | | |
| TECHNICAL AND M. | ANAGEMENT: For position titles except Executive and | d Owner, Professional, and Clerical & Support |
| CLERICAL AND SUP | DOD'T. | |
| CLERICAL AND SUP | FORT. | |
| | | |
|)- <u></u> | | |
| | | |
| Type Name of Prin | cipal or Officer | Type Title of Principal or Officer |
| Signature of Princi | pal or Officer | Date |



New York State Department of Taxation and Finance

Contractor Certification

ST-220-

(Pursuant to Section 5-a of the Tax Law, as amended, effective April 26, 2006)

For information, consult Publication 223, Questions and Answers Concerning Tax Law Section 5-a (see Need help? below).

| Contractor name | | | | |
|--|--------------------|--|--|-------------------------------|
| Contractor's principal place of busines | s | City | State | ZIP code |
| Contractor's mailing address (if differen | t than above) | | | |
| Contractor's federal employer identific | ation number (EIN) | Contractor's sales tax ID number (if d | lifferent from contractor's EIN) | Contractor's telephone number |
| vered agency or state agency Contract number or description Estiment the full (but n | | | ted contract value over term of contract tincluding renewals) \$ | |
| Covered agency address | | | Covere | d agency telephone number |

General information

Section 5-a of the Tax Law, as amended, effective April 26, 2006, requires certain contractors awarded certain state contracts valued at more than \$100,000 to certify to the Tax Department that they are registered to collect New York State and local sales and compensating use taxes, if they made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000, measured over a specified period. In addition, contractors must certify to the Tax Department that each affiliate and subcontractor exceeding such sales threshold during a specified period is registered to collect New York State and local sales and compensating use taxes. Contractors must also file a Form ST-220-CA, certifying to the procuring state entity that they filed Form ST-220-TD with the Tax Department and that the information contained on Form ST-220-TD is correct and complete as of the date they file Form ST-220-CA.

All sections must be completed including all fields on the top of this page, all sections on page 2, Schedule A on page 3, if applicable, and Individual, Corporation, Partnership, or LLC Acknowledgement on page 4. If you do not complete these areas, the form will be returned to you for completion.

For more detailed information regarding this form and section 5-a of the Tax Law, see Publication 223, Questions and Answers Concerning Tax Law Section 5-a, (as amended, effective April 26, 2006), available at www.nystax.gov. Information is also available by calling the Tax Department's Contractor Information Center at 1 800 698-2931.

Note: Form ST-220-TD must be signed by a person authorized to make the certification on behalf of the contractor, and the acknowledgement on page 4 of this form must be completed before a notary public.

Mail completed form to:

NYS TAX DEPARTMENT DATA ENTRY SECTION W A HARRIMAN CAMPUS **ALBANY NY 12227**

Privacy notification

The Commissioner of Taxation and Finance may collect and maintain personal information pursuant to the New York State Tax Law, including but not limited to, sections 5-a, 171, 171-a, 287, 308, 429, 475, 505, 697, 1096, 1142, and 1415 of that Law; and may require disclosure of social security numbers pursuant to 42 USC 405(c)(2)(C)(i).

This information will be used to determine and administer tax liabilities and, when authorized by law, for certain tax offset and exchange of tax information programs as well as for any other lawful purpose.

Information concerning quarterly wages paid to employees is provided to certain state agencies for purposes of fraud prevention, support enforcement, evaluation of the effectiveness of certain employment and training programs and other purposes authorized by law.

Failure to provide the required information may subject you to civil or criminal penalties, or both, under the Tax Law.

This information is maintained by the Director of Records Management and Data Entry, NYS Tax Department, W A Harriman Campus, Albany NY 12227.

Need help?



Internet access: www.nystax.gov (for information, forms, and publications)



Fax-on-demand forms:

1 800 748-3676

Telephone assistance is available from 8:00 A.M. to 5:00 P.M. (eastern time), Monday through Friday.

To order forms and publications:

1 800 462-8100

Sales Tax Information Center:

1 800 698-2909

From areas outside the U.S. and outside Canada:

(518) 485-6800

Hearing and speech impaired (telecommunications

device for the deaf (TDD) callers only):

1 800 634-2110

Persons with disabilities: In compliance with the Americans with Disabilities Act, we will ensure that our lobbies, offices, meeting rooms, and other facilities are accessible to persons with disabilities. If you have questions about special accommodations for persons with disabilities, please call 1 800 972-1233.

| 1, _ | , hereby affirm, under penalty of perjury, that I am |
|------|--|
| | (name) (title) |
| of t | he above-named contractor, and that I am authorized to make this certification on behalf of such contractor. |
| Со | mplete Sections 1, 2, and 3 below. Make only one entry in each section. |
| Se | ction 1 — Contractor registration status |
| | The contractor has made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made. The contractor is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law, and is listed on Schedule A of this certification. |
| | The contractor has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made. |
| Se | ction 2 — Affiliate registration status |
| | The contractor does not have any affiliates. |
| | To the best of the contractor's knowledge, the contractor has one or more affiliates having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made, and each affiliate exceeding the \$300,000 cumulative sales threshold during such quarters is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law. The contractor has listed each affiliate exceeding the \$300,000 cumulative sales threshold during such quarters on Schedule A of this certification. |
| | To the best of the contractor's knowledge, the contractor has one or more affiliates, and each affiliate has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made. |
| Se | ction 3 — Subcontractor registration status |
| | The contractor does not have any subcontractors. |
| | To the best of the contractor's knowledge, the contractor has one or more subcontractors having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made, and each subcontractor exceeding the \$300,000 cumulative sales threshold during such quarters is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law. The contractor has listed each subcontractor exceeding the \$300,000 cumulative sales threshold during such quarters on Schedule A of this certification. |
| | To the best of the contractor's knowledge, the contractor has one or more subcontractors, and each subcontractor has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made |
| Sw | orn to thisday of , 20 |
| | |
| _ | (sign before a notary public) (title) |

Schedule A — Listing of each entity (contractor, affiliate, or subcontractor) exceeding \$300,000 cumulative sales threshold

List the contractor, or affiliate, or subcontractor in Schedule A only if such entity exceeded the \$300,000 cumulative sales threshold during the specified sales tax quarters. See directions below. For more information, see Publication 223.

| A Relationship to Contractor | B Name | C Address | Federal ID Number | E Sales Tax ID Number | F Registration in progress |
|------------------------------------|-----------|--------------|-------------------|--------------------------|----------------------------------|
| | | | | | |
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- Column A Enter C in column A if the contractor; A if an affiliate of the contractor; or S if a subcontractor.
- Column B Name If the entity is a corporation or limited liability company, enter the exact legal name as registered with the NY Department of State, if applicable. If the entity is a partnership or sole proprietor, enter the name of the partnership and each partner's given name, or the given name(s) of the owner(s), as applicable. If the entity has a different DBA (doing business as) name, enter that name as well.
- Column C Address Enter the street address of the entity's principal place of business. Do not enter a PO box.
- Column D ID number Enter the federal employer identification number (EIN) assigned to the entity. If the entity is an individual, enter the social security number of that person.
- $\mbox{Column E} \mbox{Sales tax ID number Enter only if different from federal EIN in column D. } \\$
- Column F If applicable, enter an X if the entity has submitted Form DTF-17 to the Tax Department but has not received its certificate of authority as of the date of this certification.

Individual, Corporation, Partnership, or LLC Acknowledgment

| STATE OF } |
|--|
| STATE OF SS.: |
| COUNTY OF } |
| On theday of in the year 20, before me personally appeared |
| known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that, |
| Town of , |
| County of, |
| State of; and further that: |
| [Mark an X in the appropriate box and complete the accompanying statement.] |
| (If an individual): _he executed the foregoing instrument in his/her name and on his/her own behalf. |
| . (If a corporation): _he is the |
| of Directors of said corporation, _he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and behalf of said corporation as the act and deed of said corporation. |
| (If a partnership): _he is a |
| of, the partnership described in said instrument; that, by the terms of said partnership, _he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership. |
| ☐ (If a limited liability company): _he is a duly authorized member of |
| LLC, the limited liability company described in said instrument; that _he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company. |
| Notary Public |
| Registration No |