



CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER Local Agent	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
COMPANIES AFFORDING COVERAGE	
INSURED	COMPANY A Your Insurance Company
Your Name	COMPANY B Your Insurance Company
	COMPANY C Your Insurance Company
	COMPANY D Your Insurance Company
	COMPANY E Your Insurance Company

**COVERAGES**

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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONT PROT <input checked="" type="checkbox"/> Include Independent Consultants	XYZ - 123	04/01/XX	04/01/XY	GENERAL AGGREGATE	\$2,000,000
					PRODUCTS-COMP/OP AGG	\$2,000,000
					PERSONAL & ADV INJURY	\$2,000,000
					EACH OCCURRENCE	\$2,000,000
					FIRE DAMAGE (Any one fire)	\$ 50,000
					MED EXP (Any one person)	\$ 5,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> GARAGE LIABILITY	ABC-345	04/01/XX	04/01/XY	COMBINED SINGLE LIMIT	\$1,000,000
					BODILY INJURY (Per Person)	
					BODILY INJURY (Per accident)	
					PROPERTY DAMAGE	
C	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	LLL-555	04/01/XX	04/01/XY	EACH OCCURRENCE	AS NEEDED
					AGGREGATE	
D	EMPLOYERS' LIABILITY	WCP-678	04/01/XX	04/01/XY	DISEASE - POLICY LIMIT	\$ 1,000,000
					DISEASE - EACH EMPLOYEE	\$ 1,000,000
E	OTHER  Professional Liability/Errors & Omissions	PPL-111	04/01/XX	04/01/XY	Limit: \$1,000,000	SIR: \$ 100,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

DASNY CONTRACT NO. \_\_\_\_\_  
 PROJECT NAME: \_\_\_\_\_ FACILITY: \_\_\_\_\_  
 The following are Additional Insureds under General Liability as respects this project:

CERTIFICATE HOLDER	CANCELLATION
DASNY 515 Broadway Albany, NY 12207 Attn: Procurement Unit	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY XXXXXXXXXXXXXXXXXXXX MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFTXX XXX XXXXXXXX
	AUTHORIZED REPRESENTATIVE Your Representative

## INSURANCE

A. The CONSULTANT shall purchase at its own expense and maintain until final acceptance of the Project by the Owner, from a company or companies licensed or authorized to do business in New York State, or otherwise acceptable to the Owner, insurance policies containing the following types of coverages and minimum limits of liability protecting from claims which may arise out of or result from the performance or non-performance of services under this Contract For CONSULTANT Services by the CONSULTANT or by anyone directly or indirectly employed by it, or by anyone for whose acts it may be liable. The CONSULTANT shall not commence work under the Contract until the CONSULTANT has obtained all the insurance required under this Article:

(i) Workers' Compensation Law Requirements

(a) Workers' Compensation (including occupational disease) and Employer's Liability New York Statutory Endorsement with a minimum limit of one million Dollars (\$1,000,000) as evidenced by **ONE** of the following (**ACORD certificates are not acceptable**):

- (1) C-105.2 (September 2007, or most current version) - 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.

(b) Disability Benefits

- (1) DB-120.1 (May 2006, or most current version) – Certificate of Insurance Coverage under the NYS Disability Benefits Law. The insurance carrier will provide a completed form as evidence of in-force coverage.
- (2) DB-155-Certificate of Disability Self Insurance. The NYS Workers' Compensation Board's Self Insurance Office will provide a completed form.
- (3) CE-200-Certificate of Attestation of Exemption. (Note: This form will only be accepted as evidence of an exemption from providing Disability Benefits insurance as required by law. The Owner will *not* accept this as an exemption from providing Workers' Compensation Insurance.) The Certificate may be obtained from the NYS Workers Compensation Board's website at [www.wcb.state.ny.us/content/main/forms.htm](http://www.wcb.state.ny.us/content/main/forms.htm). The CE-200 cannot be used for multiple projects. Therefore, a new form will have to be completed prior to award of any subsequent contracts.

All forms are valid for one year from the date the form is signed/stamped, or until policy expiration, whichever is earlier.

- (ii) Commercial General Liability which names the OWNER, the Construction Manager, if applicable, and the entities listed in Appendix "D", entitled **ADDITIONAL INSUREDS**, as Additional Insureds of this Contract for Professional Services with per-occurrence and aggregate limits of not less than two million Dollars (\$2,000,000.00). The CONSULTANT shall list any deductible or SIR and provide a copy of the endorsement.

Coverage shall include Blanket Contractual liability covering all indemnity agreements, including all indemnity obligations contained in this Contract, and Products Liability and Completed Operations Aggregate limit of \$2,000,000 per occurrence and aggregate for a term of no less than three (3) years.

Limits may be provided through a combination of primary and umbrella/excess liability policies.

Policy or policies must be written or endorsed to be primary and non-contributory as respects the coverage afforded the Additional Insureds and such policy shall be primary to any other insurance maintained by the Owner. Any other insurance maintained by the Owner shall be excess of and shall not contribute with the CONSULTANT's or its Subconsultant's or Subcontractor's insurance, regardless of the "other insurance" clause contained in the Owner's own policy of insurance.

- (iii) Commercial Comprehensive Automobile Liability and Property Damage covering all owned, leased, hired and non-owned vehicles used in connection with the Work with combined single limits of not less than one million Dollars (\$1,000,000.00) each person/each accident for bodily injury and property damage.
- (iv) Umbrella and/or Excess Liability policies used to comply with CGL, Automobile Liability and Employers Liability limits shown above may be warranted to be in excess of limits provided by primary CGL, Automobile Liability and Employer's Liability.
- (v) Errors & Omissions/Professional Liability, with limits of not less than two million Dollars (\$2,000,000) each claim/\$2,000,000 annual aggregate, subject to a deductible or self insured retention of not more than one hundred thousand Dollars (\$100,000) per claim or an amount acceptable to the Owner.

The CONSULTANT or its Subconsultant, as applicable, shall purchase at its sole expense Extended Discovery Clause coverage of up to three (3) years after work is completed if coverage is canceled or not renewed. Written proof of this extended reporting period must be provided to the Owner prior to expiration or cancellation.

- B. Prior to award of Contract, two Certificates of Insurance, indicating the Project, must be submitted and approved by the Owner prior to the commencement of Work. It is further agreed that if the insurance policy's term stated on the certificate expires, it is the responsibility of the CONSULTANT to provide an updated certificate of insurance to the Risk Management Unit and Contracts Unit 30 days prior to expiration of the insurance. Non-compliance to this request may result in the Owner withholding payment to the CONSULTANT. Certificates shall provide 30 days written notice to the Owner prior to the cancellation, non-renewal, or reduction in the limits of liability of any policy. Upon request, the CONSULTANT shall furnish the Owner and the Construction Manager with certified copies of each policy. In addition, where applicable, the CONSULTANT shall provide copies of Certificates of Insurance to the Construction Manager.

Certificates are to be forwarded to:

Risk Management Unit  
Dormitory Owner--State of New York  
515 Broadway  
Albany, New York 12207-2964

Certificate(s) of Insurance, when submitted to the Owner, constitute a warranty by the CONSULTANT that the insurance coverage described is in effect for the policy term shown and will provide insurance for the life of the entire project.

Should the CONSULTANT engage a Subconsultant or Subcontractor, the same conditions as are applicable to the CONSULTANT under these insurance requirements shall apply to each Subconsultant or Subcontractor of every tier. Proof thereof shall be supplied to the Owner's Risk Management Unit.

- C. All insurance required to be procured and maintained must be procured from insurance companies licensed to do business in the State of New York and rated at least B+ by A.M. Best and Company, or meet such other requirements as are acceptable to the Owner.
- D. Should the CONSULTANT fail to provide or maintain any insurance required by this contract, the Owner may, after providing written notice to the CONSULTANT, purchase insurance complying with the requirements of this Article and charge back such purchase to the CONSULTANT.
- E. At any time that the coverage provisions and limits on the policies required herein do not meet the provisions and limits set forth above, the CONSULTANT shall immediately cease Work on the Project. The CONSULTANT shall not resume Work on the Project until authorized to do so by the Owner. Any delay or time lost as a result of the CONSULTANT not having insurance required by this Article shall not give rise to a delay claim or any other claim against the Owner or the Client.
- F. Notwithstanding any other provision in this Article, the Owner may require the CONSULTANT to provide, at the expense of the Owner, any other form or limit of insurance necessary to secure the interests of the Owner.
- G. The CONSULTANT shall secure, pay for, and maintain Property Insurance necessary for protection against the loss of owned, borrowed or rented equipment and property, including any property owned by employees, and any property or equipment, borrowed or rented by the CONSULTANT. The requirement to secure and maintain such insurance is solely for the benefit of the CONSULTANT. Failure of the CONSULTANT to secure such insurance or to maintain adequate levels of coverage shall not render the Additional Insureds or their agents and employees responsible for any losses; and the Additional Insureds, their agents and employees shall have no such Liability.
- H. Neither the procurement nor the maintenance of any type of insurance by the OWNER, the CONSULTANT, its Subconsultants, Subcontractors, or Construction Subconsultants shall in any way be construed or deemed to limit, discharge, waive or release the CONSULTANT from any of the obligations or risks accepted by the CONSULTANT or to be a limitation on the nature or extent of said obligations and risks of the CONSULTANT.
- I. This Contract may, at the sole option of the OWNER, be declared void and of no effect if the CONSULTANT or any Subcontractor or Subconsultant fails to comply with the provisions of this Article.

The CONSULTANT and its Subconsultants or Subcontractors shall not violate, or permit to be violated, any term or condition of their insurance policies, and shall at all times satisfy the safety requirements of the OWNER and of the insurance companies issuing such policies.