



DASNY

ANDREW M. CUOMO
Governor

ALFONSO L. CARNEY, JR.
Chair

REUBEN R. MCDANIEL, III
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 | 716-566-4400
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



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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).

PRODUCER Your Agent or Broker	CONTACT NAME: PHONE (A/C, No. Ext): FAX (A/C, No): E-MAIL ADDRESS:														
INSURED Your Name	<table border="1" style="width: 100%;"><tr><th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th><th style="width: 20%;">NAIC #</th></tr><tr><td>INSURER A: Your Insurance Company</td><td></td></tr><tr><td>INSURER B: Your Insurance Company</td><td></td></tr><tr><td>INSURER C: Your Insurance Company</td><td></td></tr><tr><td>INSURER D: Your Insurance Company</td><td></td></tr><tr><td>INSURER E: Your Insurance Company</td><td></td></tr><tr><td>INSURER F: Your Insurance Company</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Your Insurance Company		INSURER B: Your Insurance Company		INSURER C: Your Insurance Company		INSURER D: Your Insurance Company		INSURER E: Your Insurance Company		INSURER F: Your Insurance Company	
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COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Include Independent Contractors GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y		XYZ-123	MM/DD/YY	MM/DD/YY	<table border="1" style="width: 100%;"><tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 2,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 50,000</td></tr><tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 5,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$ 2,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$ 2,000,000</td></tr><tr><td></td><td style="text-align: right;">\$</td></tr></table>	EACH OCCURRENCE	\$ 2,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 2,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$		
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	\$																						
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			ABC-345	MM/DD/YY	MM/DD/YY	<table border="1" style="width: 100%;"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td style="text-align: right;">\$ \$1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td style="text-align: right;">\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td style="text-align: right;">\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td style="text-align: right;">\$</td></tr><tr><td></td><td style="text-align: right;">\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ \$1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$						
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	\$																						
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED: RETENTION \$	Y		LLL-555	MM/DD/YY	MM/DD/YY	<table border="1" style="width: 100%;"><tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ As Needed</td></tr><tr><td>AGGREGATE</td><td style="text-align: right;">\$</td></tr><tr><td></td><td style="text-align: right;">\$</td></tr></table>	EACH OCCURRENCE	\$ As Needed	AGGREGATE	\$		\$										
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D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCB-678	MM/DD/YY	MM/DD/YY	<table border="1" style="width: 100%;"><tr><td></td><td>WC STATUTORY LIMITS</td><td>OTHER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td></td><td></td><td style="text-align: right;">\$</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td></td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td></td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr></table>		WC STATUTORY LIMITS	OTHER		E.L. EACH ACCIDENT			\$	E.L. DISEASE - EA EMPLOYEE			\$ 1,000,000	E.L. DISEASE - POLICY LIMIT			\$ 1,000,000
	WC STATUTORY LIMITS	OTHER																					
E.L. EACH ACCIDENT			\$																				
E.L. DISEASE - EA EMPLOYEE			\$ 1,000,000																				
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: DASNYSNY Office - Furnish, deliver and make ready for use Data Center equipment.
Facility: DASNYSNY, 28 Liberty Street, New York, NY 10005
The following are Additional Insureds as respect to this project: the Dormitory Authority-State of New York; the State of New York; and the Construction Manager. Proof of 30 Days Notice of Cancellation in favor of the Dormitory Authority of the State of New York is required for all insurance policies.

CERTIFICATE HOLDER Dormitory Authority- State of New York Attn: Risk Management 515 Broadway Albany, New York 12207	CANCELLATION 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 Your Agent/Broker Representative
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PRODUCER Producer	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.
INSURERS AFFORDING COVERAGE	
INSURED Insured (Contractor), Address	INSURER A Insurer A
	INSURER B Insurer B
	INSURER C
	INSURER D
	INSURER E

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	XXXXXXXXXXXX	XX/XX/XXXX	XX/XX/XXXX	EACH OCCURRENCE	\$ 3,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$ 100,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 10,000
	<input checked="" type="checkbox"/> Waiver of Subrogation				PERSONAL & ADV INJURY	\$ 3,000,000
	GENERAL AGGREGATE LIMIT APPLIES PER				GENERAL AGGREGATE	\$ 3,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				PRODUCTS-COMP/OP AGG	\$ 3,000,000
	Waiver can be stated in the description box below.					
A	AUTOMOBILE LIABILITY	XXXXXXXXXXXX	XX/XX/XXXX	XX/XX/XXXX	COMBINED SINGLE LIMIT (Ea accident)	\$ 3,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS					
	<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	<input checked="" type="checkbox"/> Waiver of Subrogation					
	COMMERCIAL BLANKET BOND				BLANKET BOND	\$
A	EXCESS LIABILITY	XXXXXXXXXXXX	XX/XX/XXXX	XX/XX/XXXX	EACH OCCURRENCE	\$ 10,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
	<input type="checkbox"/> DEDUCTIBLE RETENTION \$					
B	WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY	XXXXXXXXXXXX	XX/XX/XXXX	XX/XX/XXXX	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
	<input checked="" type="checkbox"/>				E.L. EACH ACCIDENT	\$ 3,000,000
	Waiver can be stated in the description box below.				E.L.DISEASE-EA EMPLOYEE	\$ 3,000,000
					E.L.DISEASE-POLICY LIMIT	\$ 3,000,000
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

"Gardiner and Theobald, Inc., CBRE, Inc., Summit Glory, LLC, Fosun Property Holdings Limited and its subsidiaries, directors, officers, employees, and agents, as their interest may appear," shall be named as additional insureds with regard to Commercial General Liability and Automobile Liability Insurance. The Commercial General Liability Policy, Automobile Liability Policy, and Worker's Compensation/Employer's Liability Policy contain a waiver of subrogation against the party listed as additional insured, except to the extent any of such parties is finally determined to be solely liable (or the waiver of subrogation can be shown under the "type of insurance" section of the certificate.) Contractor's insurance shall be primary and all insurance carried by CBRE, Inc., Summit Glory, LLC and Fosun Property Holdings Limited is strictly excess and secondary 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
Summit Glory LLC, CBRE, Inc. and all related entities 28 Liberty Street New York, NY 10005	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE

A "good" or "acceptable" COI must have the following:

- | | |
|---|---|
| 1. Policies are in effect (i.e., are not expired).
2. Limits meet or exceed Agreement. The Employer's Liability Insurance, Commercial Liability Insurance, & Auto Liability Insurance requirements may be satisfied through an Umbrella/Excess Liability Policy.
3. Additional insured phrase matches the Sample COI exactly. | 4. Certifies Waiver of Subrogation. (Either of the 2 ways shown on the Sample COI.)
5. Certifies Primary Non-Contributory. (Either of the 2 ways shown on the Sample COI.)
6. CBRE Named as Certificate Holder
7. 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 separate 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 | STATUTORY REQUIREMENTS |
| EMPLOYER'S LIABILITY LIMIT | \$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 (insert legal entities named on contract)" 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
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.

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.

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:

Information required to complete this Schedule, 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.

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

ANDREW M. CUOMO
Governor

ALFONSO L. CARNEY, JR.
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: _____	