

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 | | CONTACT NAME: | | |
|----------------------|--|---------------------------------|-------------------|-------|
| Your Agent or Broker | | PHONE (A/C, No. Ext): | FAX (A/C, No): | |
| | | E-MAIL ADDRESS: | 13.31.31. | |
| | | INSURER(S) AFFORD | | NAIC# |
| | | INSURER A: Your Insurance Compa | iny | |
| INSURED | | INSURER B: Your Insurance Compa | iny | |
| | | INSURER C: Your Insurance Compa | iny | |
| Your Name | | INSURER D: Your Insurance Compa | iny | |
| | | INSURER E: Your Insurance Compa | iny | |
| | | INSURER F: Your Insurance Compa | | |
| 001/2010 | | | | |

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 | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|-------------|---|-----|------|---------------|----------------------------|----------------------------|---|------------------------------|
| | GENERAL LIABILITY | | | | | | EACH OCCURRENCE \$ 2,000,000 | |
| | X COMMERCIAL GENERAL LIABILITY | | | | | ,: | DAMAGE TO RENTED \$50,000 | |
| | CLAIMS-MADE X OCCUR | | | | | | MED EXP (Any one person) \$ 5,000 | |
| Α | Include Independent Contractors | Υ | | XYZ-123 | MM/DD/YY | MM/DD/YY | PERSONAL & ADV INJURY \$ 2,000,000 | |
| | | | | | | | GENERAL AGGREGATE \$ 4,000,000 | |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PRODUCTS - COMP/OP AGG \$ 2,000,000 | |
| | POLICY PRO- 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) \$ | |
| | X HIRED AUTOS X 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 | |
| D | 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)

DASNY Contract No: TBD Project No. 1430109999
Project Name: Furnish, deliver and install **GE** appliances

Facility: SUNY Binghamton

The following are Additional Insureds as respect to this project: the Dormitory Authority-State of New York; the State of NY; the State University of NY, Binghamton University 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 | 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 | | |

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 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.

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.

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 - 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.

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.