

**DASNY**

DORMITORY AUTHORITY STATE OF NEW YORK

WE FINANCE, BUILD AND DELIVER.

# General Construction – Community Minor Maintenance (GC-CMM) Construction

## Contract Forms

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

**BUFFALO:** 6047 Transit Road, Suite 103, East Amherst, NY 14051 | 716-566-4400

**NEW YORK CITY:** 28 Liberty Street, Fl 55, New York, NY 10005 | 212-273-5000

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

DASNY

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

[www.dasny.org](http://www.dasny.org)



# **General Construction – Community Minor Maintenance (GC-CMM) Program**

**Contract No. -----**

**Region No. ----- : ----- Counties**

---

**ALBANY (HEADQUARTERS):** 515 Broadway, Albany, NY 12207 | 518-257-3000  
**NEW YORK CITY:** 28 Liberty Street, 55<sup>th</sup> Floor, New York, NY 10005 | 212-273-5000  
**BUFFALO:** 6047 Transit Road, Suite 103, East Amherst, Buffalo, NY 14051 | 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**  
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## Agreement

GC-CMM Contract No. -----  
Region No. -- -- -----

A Contract, dated as of the -----, by and between the Dormitory Authority of the State of New York (“DASNY” or the “Owner”), a body corporate and politic of the State of New York, constituting a public benefit corporation created pursuant to Title 4 of Article 8 of the Public Authorities Law of the State of New York, as amended and having its principal office and place of business at 515 Broadway, Albany, New York, 12207-2964 (the “DASNY”), and “-----”, a **business corporation** organized and existing under the laws of the State of New York, hereinafter referred to as the **General Contractor** for the Work at various locations within **Region No. --** as defined in the Form of Bid.

WITNESSETH: That the OWNER and the Contractor for the consideration named agree as follows:

1. The Contractor shall Provide and shall perform all Work of every kind and nature whatsoever required and all other things necessary to complete in a proper and workmanlike manner the work of **GC-CMM Contract No. ----- Region No. ----- (Counties) Contractor** in strict accordance with the Contract Documents as defined in the General Conditions, and shall perform all other obligations imposed on such Contractor by the Contract.
  
2. The Contractor agrees to Provide the Work of the Contract Documents and perform the tasks required by each individual Work Order issued pursuant to this Contract, which sum shall be deemed to be in full consideration for the performance by the Contractor of all the duties and obligations of such Contractor under the Contract using the following:
  - a. Contractor shall procure the identified scope of work for a lump sum price multiplied by the following multiplier of:  
  

\_\_\_\_\_. \_\_\_\_\_  
(Specify to two decimal places)
  
3. The Minimum Contract Value will be \$0.00. The Contractor is guaranteed to receive Work Orders totaling at least \$0.00 issued during the contract period. Funds will be obligated for the contract as Work Orders are issued.

The Estimated Annual Contract Volume is **One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00) Per Contract Year.** During the contract period, the Contractor may receive Work Orders that surpass the Estimated Annual Contract Volume. However, the Contractor is not guaranteed to receive this volume of Work. The Owner has no obligation to issue Work Orders in excess of the Minimum Contract Value.

4. The term of the Contract is two (2) years from the effective date of this Contract. Option Period: Both the Owner and the Contractor must mutually agree to extend the Contract for an option period. The Contract includes one (1) Option Period, and each term of the Option Period is two (2) years.
  
5. The Contractor shall commence and complete the work of each Work Order at the times specified in the Work Orders issued by the Owner and shall achieve Substantial Completion at the time specified in the Work Orders. The Contractor shall pay liquidated damages to the OWNER, as and if specified by the Owner for each Work Order for each and every day the Contractor fails to achieve Substantial Completion of the Work.



**Signatures**

**Agreement May Be Signed in Counterparts.** This agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. The effective date of this Contract shall be the date upon which this agreement is duly executed by both parties.

**IN WITNESS WHEREOF**, the OWNER has executed this Contract No. ----- on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**Dormitory Authority  
515 Broadway  
Albany, New York 12207**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**IN WITNESS WHEREOF**, the Contractor has caused this Contract No. ----- to be signed by its duly authorized officer on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Contractor Name  
-----  
-----

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

- \*If a **corporation**, signer must be President, Vice-President or other authorized officer.
- If a **Limited Liability Company (LLC)**, signer must be a member or manager.
- If a **Limited Liability Partnership (LLP)**, signer must be a partner.
- If a **Limited Partnership**, signer must be a partner.
- If a **general partnership**, signer must be a partner.
- If a **sole proprietorship**, signer must be the owner.



**Iran Divestment Certification**

1. By signing this certification and by signing this Contract, each person and each person signing on behalf of any other party certifies, and in the case of a joint bid or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.
  
2. Contract means the contract between the Dormitory Authority of the State of New York (“DASNY”) and ----- (“Contractor”) for the Work Order Contract No. ----- Region No. -- ----- Contractor CR ---.
  
3. This certification is part of the Contract and is subscribed by and affirmed by the person entering into the Contract as true under the penalties of perjury.

Contractor Name

-----  
-----

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

PAYMENT BOND – GC-CMM

KNOW ALL PERSONS BY THESE PRESENTS, that we:

\_\_\_\_\_ as Principal,  
(Legal title of the Contractor)

\_\_\_\_\_  
(Street, City, State, Zip Code)

and \_\_\_\_\_ as Surety,  
(Legal title of the Surety)

\_\_\_\_\_  
(Street, City, State, Zip Code)

are held and firmly bound unto the Dormitory Authority of the State of New York, 515 Broadway, Albany, New York 12207, as Obligee, hereinafter called the Owner, in the amount of:

\_\_\_\_\_ and \_\_\_\_\_/100 Dollars  
(Written Dollar Amount)

( \$ \_\_\_\_\_ )  
(Figure Dollar Amount)

WHEREAS, CONTRACTOR has by written agreement dated \_\_\_\_\_

Entered into a Contract with Owner for Work Order Contracting: \_\_\_\_\_

Work Order, Supplemental Work Order or Change Order Number: \_\_\_\_\_

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Work Order, Supplemental Work Order or Change Order (hereinafter "Work Order"), then this obligation shall be void; otherwise such obligation shall remain in full force and effect, subject, however, to the following conditions:

- A. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Work Order, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Work Order.
- B. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this Payment Bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.
- C. No suit or action shall be commenced hereunder by any claimant:



PAYMENT BOND – GC-CMM

1. Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to the Principal above named, within one hundred twenty (120) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal at any place where the Principal maintains an office or regularly conducts the Principal's business, or at Principal's residence or served on Principal in any manner in which legal process may be served in the State of New York.
  2. Except as provided in section 220-g of the New York State Labor Law, after the expiration of one (1) year following the date on which the public improvement has been Completed and Accepted by the Owner; however, if any limitation embodied in this Payment Bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
  3. Other than in a New York State court of competent jurisdiction in and for the county in which the Work Order, or any part thereof, was to be performed, or in the United States District Court for the district in which the project, or any part thereof, was to be performed, and not elsewhere.
- D. The penal sum of this Payment Bond is in addition to any other bond furnished by the Contractor and in no way shall be impaired or affected by any other bond.
- E. The amount of this Payment Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

IN THE PRESENCE OF:

\_\_\_\_\_  
(Principal)  
\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Title)  
\_\_\_\_\_  
(Street Address)  
\_\_\_\_\_  
(City, State, Zip Code)  
\_\_\_\_\_  
(Phone Number & FAX Number)  
\_\_\_\_\_  
(Email Address)

\_\_\_\_\_  
(Surety)  
\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Title)  
\_\_\_\_\_  
(Street Address)  
\_\_\_\_\_  
(City, State, Zip Code)  
\_\_\_\_\_  
(Phone Number & FAX Number)  
\_\_\_\_\_  
(Email Address)

**NEW YORK STATE ACKNOWLEDGEMENT – Contractor/Consultant**

STATE OF \_\_\_\_\_ )

) SS

COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, before me the undersigned personally appeared:

\_\_\_\_\_

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
**Signature of Notary**

**ACKNOWLEDGEMENT OF SURETY**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On the \_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_, before me personally came \_\_\_\_\_, to me known, who, being by me duly sworn, did depose and say that he/she resides at:

\_\_\_\_\_  
(street, city, state, zip code)

that he/she is the \_\_\_\_\_ of \_\_\_\_\_, the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by authority of the Board of Directors of said corporation.

\_\_\_\_\_  
**Signature of Notary**

SAMPLE

PERFORMANCE BOND – GC-CMM

KNOW ALL PERSONS BY THESE PRESENTS, that we:

\_\_\_\_\_ as Principal,  
(Legal title of the Contractor)

\_\_\_\_\_  
(Street, City, State, Zip Code)

and \_\_\_\_\_ as Surety,  
(Legal title of the Surety)

\_\_\_\_\_  
(Street, City, State, Zip Code)

are held and firmly bound unto the Dormitory Authority of the State of New York, 515 Broadway, Albany, New York 12207, as Obligee, hereinafter called the Owner, in the amount of:

\_\_\_\_\_ and \_\_\_\_\_/100 Dollars  
(Written Dollar Amount)

( \$ \_\_\_\_\_ )  
(Figure Dollar Amount)

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, CONTRACTOR has by written agreement dated \_\_\_\_\_  
Entered into a Contract with Owner for Work Order Contracting:

Contract Number: \_\_\_\_\_

Work Order or Supplemental Work Order Number: \_\_\_\_\_

in accordance with the Contract Documents and any changes thereto, which are made a part hereof, and are hereinafter referred to as the Contract.

- A. If the Contractor well and fully performs the Work Order or Supplemental Work Order (hereinafter "Work Order"), the Surety and the Contractor shall have no obligation under this Performance Bond, except to participate in conferences, if any, in connection with Owner's consideration of its exercise of its powers as provided in paragraph B1.
- B. If there is no Owner Default, the Surety's obligation under this Performance Bond shall arise after:
  - 1. The Owner has notified the Contractor and Surety that the Owner is considering declaring a Contractor Default; and
  - 2. The Owner has declared a Contractor Default.
- C. When the Owner has satisfied the conditions of paragraph B, the Surety shall, at the Owner's option, and at the Surety's expense take one the following actions within twenty (20) days after written notice is sent by the Owner to the Surety declaring a Contractor Default:

## PERFORMANCE BOND – GC-CMM

1. Arrange for the Contractor, with consent of the Owner, to perform and complete the Work Order.
  2. Undertake to perform and complete the Work Order itself, through its agents or through independent contractors.
  3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Work Order, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Payment Bond and Performance Bond issued on the Work Order, with a contract price between the Owner and contractor equal to the Balance of the Work Order Price, and pay to the Owner the amount of damages as described in paragraph E in excess of the Balance of the Work Order incurred by the Owner resulting from the Contractor Default.
  4. Tender to the Owner the amount of this Performance Bond.
- D. If the Surety does not proceed within the time prescribed in paragraph C , the Surety shall be deemed to be in default on this Performance Bond, and the Owner shall be entitled to enforce any remedy available to the Owner.
- E. After the Owner has declared a Contractor Default, and when the Surety acts under paragraph C1, C2, or C3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Work Order, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Work Order. When the Surety acts under paragraph C1, C2 or C3 above, the Owner will agree to pay the Balance of the Work Order Price to the Surety in accordance with and subject to the terms of the Contract or to a contractor selected to perform and complete the Work Order in accordance with and subject to the terms of the contract between the Owner and contractor. When the Surety acts under paragraph C1 or C2 above, the Surety's obligation to perform and complete the Work Order is not limited by the amount of this Performance Bond and the Balance of the Work Order Price. When the Surety acts under paragraph C1, C2 or C3 above or fails to act under paragraph C, the Surety, in addition to its other obligations, is obligated without duplication for:
1. Additional legal, Design Professional, Consultant and delay costs resulting from the Contractor Default, or resulting from the actions or failure to act of the Surety under paragraph C.
  2. Liquidated damages, or if no liquidated damages are specified in the Work Order, actual damages for loss of beneficial use of the Work caused by delayed performance or non-performance of the Contractor.
- F. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Work Order, and the Balance of the Work Order Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Performance Bond to any person or entity other than the Owner or its successors or assigns.
- G. This Performance Bond and the Surety's obligations shall be in no way impaired or affected by any extension of time, modification, omission, addition, or change in or to the Contract, Work Order or the Work to be performed thereunder, or by the payment thereunder before the time required therein, or by any waiver of any provision or condition precedent or subsequent thereof, or by settlement or compromise of any claim or dispute related there to, or by assignment, subcontract or other transfer of the Work or any part thereof, or of any monies due or to become due thereunder; and the Surety hereby waives notice of any and all such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers.

PERFORMANCE BOND – GC-CMM

- H. Any and all things done and omitted to be done by and in relation to assignees, subcontractors, and other transferees shall have the same effect as to the Surety as though done or omitted to be done by or in relation to the Principal.
- I. The obligations of the Surety under this Performance Bond shall be in no way impaired or affected by any winding up, insolvency, bankruptcy, or reorganization of the Principal or by any other rearrangement of the Principal for the benefit of creditors.
- J. The Owner's acceptance of this Performance Bond shall in no way, for any purpose, limit or be claimed to limit the liability of the Principal under the Contract and Work Order, but such liability shall remain in all respects to the same extent as is provided for in the Contract and Work Order.
- K. Notice to the Surety and the Contractor shall be mailed or delivered to the address shown on the signature page. Notice to the Owner shall be mailed or delivered to the address shown in the preamble.
- L. Definitions:
1. **Balance of the Work Order Price** - The total amount payable by the Owner to the Contractor under the Work Order or Supplemental Work Order after all proper adjustments (increases and reductions) allowed by the Contract have been made, including, but not limited to, allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Contract and Work Order.
  2. **Contract** - The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents as defined in the General Conditions of the Contract and all changes, modifications, amendments, additions, and alterations thereto after the date of this Performance Bond.
  3. **Contractor Default** - Failure of the Contractor, which has neither been remedied nor waived, to perform the Work Order or otherwise to comply with the terms of the Contract and Work Order.
  4. **Owner Default** - Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Contract and Work Order or to perform and complete or comply with the other material terms thereof.
- M. The penal sum of this Performance Bond is in addition to any other bond furnished by the Contractor and in no way shall be impaired or affected by any other bond.
- N. Any suit under this Performance Bond must be instituted before the expiration of two (2) years from the date on which Final Payment is made under this Contract for the Work of the Work Order.

[Remainder of this Page Intentionally Left Blank – Signature Page to Follow]

PERFORMANCE BOND – GC-CMM

Signed as of this \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_

IN THE PRESENCE OF:

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Surety)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip Code)

\_\_\_\_\_  
(City, State, Zip Code)

\_\_\_\_\_  
(Phone Number & FAX Number)

\_\_\_\_\_  
(Phone Number & FAX Number)

\_\_\_\_\_  
(Email Address)

\_\_\_\_\_  
(Email Address)

SAMPLE

**NEW YORK STATE ACKNOWLEDGEMENT – Contractor/Consultant**

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, before me the undersigned personally appeared:

\_\_\_\_\_

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
**Signature of Notary**

**ACKNOWLEDGEMENT OF SURETY**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On the \_\_\_ day of \_\_\_\_\_ in the year 20 \_\_\_, before me personally came \_\_\_\_\_, to me known, who, being by me duly sworn, did depose and say that he/she resides at:

\_\_\_\_\_ (street, city, state, zip code)

that he/she is the \_\_\_\_\_ of \_\_\_\_\_, the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by authority of the Board of Directors of said corporation.

\_\_\_\_\_  
**Signature of Notary**





SCOPE VERIFICATION FORM

At the discretion of DASNY's Opportunity Programs Group, Scope Verification Forms completed & signed may be requested for any MBE/WBE/SDVOB subcontractor/supplier listed on the approved Utilization Plan.

FAILURE TO PROVIDE THE REQUIRED DOCUMENTATION MAY RESULT IN THE DELAY OR DENIAL OF THE INITIAL PROGRESS PAYMENT OR FUTURE PROGRESS PAYMENTS

PRIME/PROJECT INFORMATION (Please complete all fields)

Prime Contractor: \_\_\_\_\_ Project No: \_\_\_\_\_
Contract/Job Order No: \_\_\_\_\_ Project Name/Facility: \_\_\_\_\_

SUBCONTRACTOR (Please complete all fields) & if applicable (select one) [ ] MBE [ ] WBE [ ] SDVOB

Company Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_
Phone No: \_\_\_\_\_ Email: \_\_\_\_\_

MBE/WBE/SDVOB SUBCONTRACTOR/SUPPLIER (select one) [ ] MBE [ ] WBE [ ] SDVOB

Company Name: \_\_\_\_\_ Contract Person: \_\_\_\_\_
Phone No: \_\_\_\_\_ Email: \_\_\_\_\_

MBE/WBE/SDVOB SUBCONTRACTOR/SUPPLIER SCOPE OF SERVICES (please complete all fields)

Identify the specific scope of services that will be performed by the proposed MBE/WBE/SDVOB subcontractor/supplier listed above.

Table with 3 columns: NAICS Code (6 Digit Number), Description of Work, Contract Amount. Includes a Total row.

The Contractor shall notify and obtain written approval from DASNY for any changes needed to this Scope Verification Form.

The Contractor and MBE/WBE/SDVOB subcontractor/supplier shall certify that the MBE/WBE/SDVOB subcontractor/supplier will perform the above scope of work and will not subcontract its work, in whole or in part, to a Non-MBE/WBE/SDVOB entity.

MBE/WBE/SDVOB SUBCONTRACTOR/SUPPLIER

Principal or Officer (print name and title) Principal or Officer Signature Date

PRIME/SUBCONTRACTOR

Principal or Officer (print name and title) Principal or Officer Signature Date



**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):
INSURED  Your Name	E-MAIL ADDRESS:	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	INSURER A:	NAIC #
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

**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	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <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	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 \$ 4,000,000						
							PRODUCTS - COMP/OP AGG \$ 4,000,000
							Fire Damage Lgl Liab \$ 1,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			ABC-345	MM/DD/YY	MM/DD/YY	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
							\$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> DED RETENTION \$	Y		LLL-555	MM/DD/YY	MM/DD/YY	EACH OCCURRENCE \$ As Needed
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						
	AGGREGATE \$						
							\$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A	WCB-678	MM/DD/YY	MM/DD/YY	WC STATUTORY LIMITS OTH-ER
	E.L. EACH ACCIDENT \$						
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000						
	E.L. DISEASE - POLICY LIMIT \$ 1,000,000						
E	Pollution Liability Builders Risk*			MCK-777	MM/DD/YY	MM/DD/YY	\$2 Million/\$2 Million Work Order Value

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

DASNY Contract No:  
Project Name: GC-CMM PROGRAM - FOR REGION \_\_\_\_\_  
\*Builders Risk required for GOSR, OMH, OPWDD OASAS and NYCHA Projects  
The following are Additional Insureds as respect to this project: the Dormitory Authority-State of New York; the State of New York; ALL ENTITIES LISTED ON APPENDIX E. 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 FOR NYCHA: NYCHA must also receive 30 Days Notice of Cancellation

**CERTIFICATE HOLDER**

**CANCELLATION**

Dormitory Authority- State of New York Attn: Risk Management 515 Broadway Albany, New York 12207	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

**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 and all others as per the written contract	"All locations" or specific project name and address
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.

**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

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
DASNY and all others as per the written contract	"All locations" or specific project name and address
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**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".