

NEW YORK STATE BRIDGE AUTHORITY

REQUEST FOR PROPOSALS OCTOBER 3, 2016

Contract:

BA2016-OA-004-IN

Bridge Property and Loss of Revenue Insurance

The New York State Bridge Authority is seeking proposals to provide insurance for the above referenced risk.

The individual Insurance Specifications, attached, setting forth the requirements of each insurance policy sought by this Request for Proposals (RFP), include specimen policy terms, are a part of this RFP. The Insurance Specifications should be closely studied by all potential proposers before the submission of any proposals.

THE BRIDGE AUTHORITY

Information on the Authority, including its Annual Report, may be obtained from its website at www.NYSBA.net, select General Information and choose Annual and Financial Reports

DESIGNATED CONTACT

State Finance Law restricts all offerors (proposers) from making contacts to other than designated Bridge Authority staff. For purposes of these contracts the designated Bridge Authority contact is Brian Bushek, Treasurer, New York State Bridge Authority, P.O. Box 1010, Highland, NY 12528. Telephone - (845) 691-7245, Facsimile - (845) 691-3560, E-mail - bbushek@nysba.net. **(Fax and email for inquiries only; the response to RFP may not be submitted via email.)**

No contact with any Authority personnel or Authority consultants other than the authorized contact person is allowed until such time as an award has been made. Violation of this provision may be grounds for immediate disqualification.

PROPOSERS/ASSIGNED COMPANIES

Proposers must be licensed to do business in the State of New York and have knowledge and expertise specific to the exposures and risks similar to those of the New York State Bridge Authority. Upon receipt of this RFP the proposer should list up to three insurance companies, and up to two alternate companies, from which they wish to solicit coverage. These should be listed in order of preference, by parent company only. The use of subsidiary insurance companies may result in the selection being disallowed. Proposers who currently provide the Authority with any of these insurances will be given first preference for the incumbent insurance company. The Authority will determine which companies each proposer will have the sole right to access and broker of record letters will be provided, if requested. Proposers should indicate any special relationships, which could be helpful in obtaining coverage, they may have with companies.

Following this process, any insurance companies not assigned may be approached by any proposer.

Proposers, who provide the Authority with a list of preferred insurance companies by October 28, 2016, will be advised by November 4, 2016 which companies have been assigned, and to which agency. There will be no further assignments after November 4, 2016. Proposers who do not submit such a list may only solicit unassigned companies.

PROPOSALS

The Authority is seeking three one-year contracts of insurance and will retain the right to renew, at its option, any contract awarded for two additional one-year periods, if the vendor subsequently offers renewal in a timely manner at substantially the same terms, conditions and rates – subject to modification for actual loss experience.

No offer, rate or pricing associated with any existing contract may be contingent upon any other award. Any proposal contingent upon a package or lined to any other proposal may be deemed unresponsive.

The successful proposer for each contract will have met all the criteria set forth in this RFP, including all appendices and attachments, and the appropriate Insurance Specifications. Proposals that offer less insurance than specified (including, but not limited to, what the Authority may determine are additional or materially different exclusions, reduced coverage, and more restrictive terms or conditions) may be deemed unresponsive. However, if no proposers are able to meet the criteria set forth in the RFP and Specifications, then the Authority may consider other proposals in its discretion.

Proposals that exceed the specifications and/or offer more insurance than required may be considered by the Authority, but credit for additional coverage may not be recognized in the course of evaluation. Features that enhance a policy beyond the specified insurance will have a negative impact on the evaluation of the proposal if they contribute to additional cost.

Proposals that offer insurance policies that fully meet the criteria set forth in the Specifications may offer alternatives, enhancements or improvements in coverage, as options. The Authority will consider such options in its discretion, as supplements to the awarded contract after the determination to award has been made.

Alternative billing schemes may be offered as options, but such options may not be considered in the course of evaluations. Risk sharing, pooling, and multi-year joint risk ventures will not be considered consistent with the Insurance Specifications and will be deemed unresponsive.

Unless addressed in the Insurance Specifications for a specific contract, proposals offering “claims made” policies, that limit coverage to those claims actually made during the coverage period, rather than to claims arising from incidents during the coverage period, will be deemed unresponsive.

The Authority will consider proposals both with and without terrorist coverage. The cost of this coverage will be weighed carefully with its benefit.

All information included in the responses to this RFP shall become property of the Authority. The Authority shall not, in any event, be liable for any pre-contractual expenses incurred by the Proposers in the preparation of their proposals. The Authority and its respective officials, agents, representatives and employees make no representation or warranty and assume no responsibility for the accuracy of the information set forth in this RFP. Further, the Authority does not warrant nor make any representations as to the quality, content, accuracy or completeness of the information, text, graphics, links or other facet of this RFP once it has been downloaded or printed from this or any server, and hereby disclaims any liability for technical errors or difficulties of any nature that may arise in connection with a website on which this RFP is posted, or in connection with any other electronic medium utilized by respondents or potential respondents in connection with or otherwise related to the RFP.

All proposals submitted to the Authority in response to this RFP may be disclosed in accordance with the standards specified in the Freedom of Information Law, Article 6 of the Public Officers Law of the State of New York ("FOIL"). A Proposer may provide in writing, at the time of its submission, a detailed description of the specific information contained in its submission, which it has determined is a trade secret and which, if disclosed, would cause substantial injury to such organization's competitive position, using **Form E**. This characterization shall not be determinative, and the Authority assumes no responsibility for any disclosure or use of data submitted.

The Authority reserves the right, for any or no reason and in its sole and absolute discretion, (1) to amend, in whole or part, withdraw or cancel this RFP, (2) waive irregularities in the proposals, (3) to meet with selected Proposers prior to the designation of a best qualified Proposer, (4) to accept or reject any proposals and any proposed exceptions, and (5) to accept or reject any or all proposals for any or no reason and with no penalty to the Authority.

INSURERS

Only proposals offering insurance policies issued by insurers listed and rated A-/X or better in the latest edition of Best's Key rating guide will be considered responsive in regard to any and all of the available contracts. Preference will be given to insurers admitted in New York to write policies of the type proposed.

EVALUATION OF PROPOSALS

Responsive proposals will be evaluated with consideration for the following factors:

1. Conformity with the request for Proposals, including the Insurance Specifications, and the specimen policy terms;
2. Cost; and,
3. Unsatisfactory past experience, if any, with the proposing parties.

By submission of its proposal, the Proposer authorizes the Authority to investigate the qualifications of the Proposer under consideration, including pending criminal or civil investigations, to require confirmation of information furnished by a Proposer, and to require

additional evidence of qualifications to perform the work described in this RFP or information clarifying their submissions. The Authority reserves the right to reject any and all proposals submitted and/or to request additional information from all proposers.

Authority staff will promptly review each submission and evaluate all those deemed responsive. The Treasurer and Executive Director will recommend to the Authority Board the proposal they believe best meets the needs of the Authority on the basis of the criteria enumerated above. The Authority Board will make any and all final determinations and contract awards. The Authority Board reserves absolute discretion to accept or reject any and all proposals and recommendations, and to award or reject any contract, and to waive any irregularity in the proposals.

Information concerning the availability of New York State subcontractors and suppliers is available from the New York State Department of Economic Development, which includes the directory of certified minority and women owned businesses.

It is the policy of the New York State Bridge Authority to encourage the use of New York State subcontractors and suppliers, and to promote the participation of minority and women owned businesses where possible, in the procurement of goods and services.

PROPOSAL CONTENT

Proposals responding to this RFP must be in writing, concise in format and composed in clear English grammar. The Authority reserves the right to reject any proposal that is, in its judgment, unclear about any terms, obscure, or confusing.

Each proposal must contain all the information necessary to enable the Authority to evaluate it without further inquiry.

The following items are required:

- A Summary Statement of the coverage offered explicitly reciting whether or not the proposed policy(s) conform to the Specifications and the details of any variation in form or content with the Specifications or the current policy;
- The names and addresses of all parties included in the proposal and their roles in providing the insurance (broker, agent, insurer, etc);
- NAIC Number and A.M. Best rating of all insurance companies participating in the proposal;
- Cost of coverage.
- Cost of applicable taxes
- Any additional information the proposer believes the Authority should have to assist it in evaluating the proposal.

- Any brokerage fee to provide the required services associated with marketing and placement of insurance for the Authority. The lump sum amount must include all costs associated with providing the services, including direct and indirect costs, travel, fees, overhead and profit. The Proposer must disclose any commission or percentage for the placement of any insurance policy. A lump sum annual brokerage fee will be paid on January 1 coinciding with each new policy year for each year during the term of the contract.
- Offeror disclosure and certification Forms A-1, A-2, A-3, B, C, D, & E.

COST

For all contracts the cost will be evaluated based on a lump sum for all coverage identified in the Insurance Specifications including any brokerage fees and taxes.

In each case, pricing should be provided and calculated assuming a full lump sum payment upon receipt of invoice by the Authority within 30 days of the start of the coverage year.

STATE FINANCE LAW § 139 LOBBYING LAW; ETHICS AND CONFLICTS

Pursuant to New York State Finance Law §139-j and §139-k, this RFP includes and imposes certain restrictions on communications between the Authority and a Proposer during the procurement process. A Proposer is restricted from making contacts from the earliest date of notice of intent to solicit a “request for proposal” through final award and approval of the Contract by the Authority (“restricted period”) to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). Designated staff, as of the date hereof, is identified in Section 1 of this solicitation. Authority employees and Board Members are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Respondent pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a 4-year period, the Respondent is debarred from obtaining governmental Procurement Contracts as defined in State Finance Law Section §139-j. Further information about these requirements can be found on the NYS Office of General Services website at www.ogs.state.ny.us. The Respondent is required to include **Forms A-1, A-2 and A-3** with its proposal.

During the term of any contract resulting from this RFP, the Proposer shall not engage any person who is or has been at any time in the employ of the Authority or New York State to perform services under the contract, without the consent of the Authority. Further, during the term of any such contract, no person who is employed by the Proposer and who is disqualified from providing services under the Agreement pursuant to the New York State Public Officers Law or any other applicable laws, rules, regulations, guidelines or policies may share in any net revenues the Proposer derives from the Agreement. By submission of its proposal, the Proposer represents and certifies that it has not employed or retained any company or person, other than a bona fide employee working for the Proposer, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee,

commission, percentage, brokerage fee, gift or any other consideration, contingent on or resulting from the award or making of the contract. The Proposer is required to include **Form B** with its proposal.

QUESTIONS AND CLARIFICATIONS

Questions regarding this Request for Proposals may be submitted to Brian Bushek, Treasurer, via email to bbushek@nysba.net, for receipt not later than October 28, 2016. Written responses to questions submitted by such date will be distributed to the parties who have been furnished with a copy of this RFP. Questions submitted after the due date for questions may not receive an official response. If a Proposer believes there is any ambiguity or error in this RFP, the Proposer should immediately notify the Authority contact person and request clarification or modification of the RFP. Any modifications or clarifications will be made in writing distributed to all parties who have been in contact with the Authority related to the RFP, the NYSBA furnished with this RFP.

SUBMISSIONS

Offerors/Proposers, who wish to be assigned exclusive rights to insurance companies, must provide a list of preferred companies for each insurance contract they intend to offer a proposal for. This list must be received by Brian Bushek, Treasurer of the New York State Bridge Authority, at the Bridge Authority's main office, at the Mid-Hudson Bridge Plaza, P.O. Box 1010, Highland, New York 12528, no later than 10:00 A.M., October 28, 2016.

Proposals must be submitted in hard copy form, in duplicate, signed by an authorized officer of the proposer and received by Brian Bushek, Treasurer of the New York State Bridge Authority, at the Bridge Authority's main office, at the Mid-Hudson Bridge Plaza, P.O. Box 1010, Highland, New York 12528, no later than 10:00 A.M., November 30, 2016.

Note that all submissions must include an acknowledgement that the Proposer has examined and accepts all the requirements under this RFP, including all appendices, forms, and attachments. That it is capable of performing the work to achieve the objectives of the Authority, and that it will accept these terms and conditions unless exceptions are specified in the Proposer's submission.

Per the requirements of State Finance Law § 139 it is mandatory that each offeror (proposer) submits, together with the proposal, the following completed forms:

- 1) **Offeror's Affirmation of Understanding of and Agreement pursuant to State Finance Law §139 Forms A-1, A-2, A-3**
- 2) FORM B Conflict of Interest Affidavit
- 3) FORM C Certificate of Non-Collusion
- 4) FORM D Vendor Information Form
- 5) FORM E FOIL Confidentiality Notice

ATTACHMENTS

1. Appendix A
2. Appendix B
3. Appendix C
4. EXHIBIT 1: Insurance Specifications
5. EXHIBIT 2: 5-Year Loss Runs
6. EXHIBIT 3: Policy Specimens
7. EXHIBIT 5: Total Insurable Values from 2016 policy
8. FORM A-1 State Finance Law Section 139 Certification
9. FORM A-2 Offeror Certification of Compliance with State Finance Law §139-k(5)
10. FORM A-3 Offeror Disclosure of Prior Non-Responsibility Determinations
11. FORM B Conflict of Interest Affidavit
12. FORM C Certificate of Non-Collusion
13. FORM D Vendor Information Form
14. FORM E FOIL Confidentiality Notice
15. NYSBA EEO Form 100
16. NYSBA EEO Form 200
17. NYSBA MWBE Form 100
18. NYSBA MWBE Form 200
19. NYSBA MWBE Form 300

APPENDIX A

STANDARD CLAUSES FOR ALL NEW YORK STATE BRIDGE AUTHORITY CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the Authority, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. NON-ASSIGNMENT

CLAUSE. This contract may not be assigned, and no part or portion may be subcontracted, by the Contractor nor may its right, title or interest therein be assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the Authority and any attempts to assign the contract without the Authority's written consent are null and void.

2. WORKERS'

COMPENSATION BENEFITS. This contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law. If employees will be working on, near or over navigable waters, a U.S. Longshore and Harbor Workers' Compensation Act endorsement must be included.

3. NON-DISCRIMINATION

REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, genetic predisposition or carrier status, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction,

alteration or repair of any public building or public work, or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract, as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

4. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with 312 of the Executive Law, if this contract is: (a) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000, whereby the Authority is committed to

expend, or does expend, funds in return for labor, services, supplies, equipment, materials, or any combination of the foregoing, to be performed for, or rendered or furnished to the Authority; or (b) a written agreement in excess of \$100,000 whereby the Authority is committed to expend, or does expend, funds for the acquisition, construction, demolition, replacement, major repair, or renovation of real property and improvements thereon, or (c) a written agreement in excess of \$100,000 whereby the owner of a State-assisted housing project is committed to expend, or does expend, funds for the acquisition, construction, demolition, replacement, major repair, or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a.) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability, or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination, and rates of pay or other forms of compensation.

(b.) At the request of the Authority, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status, and that agency, union, or representative will affirmatively cooperate in the implementation of the contractor's obligations herein.

(c.) The Contractor shall state, in all solicitations or advertisements for employees, that in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability, or marital status.

The Contractor shall include the provisions of (a), (b), and (c) above in every subcontract over \$25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon except where such work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated

to this Agreement; or (ii) employment outside New York State. The Authority shall consider compliance by the Contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The Authority shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the Authority shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

5. **SERVICE-DISABLED VETERANS-OWNED BUSINESS PROVISIONS.** If this is a contract covered by Article 17-B of the Executive Law and 9 NYCRR 252.2 thereof, Contractor shall complete the "Use of Service-Disabled Veteran-Owned Business Enterprises in Contract Performance" form promulgated by the Office of General Services Division of Service-Disabled Veterans' Business Development. This fillable form can be accessed via the internet at http://ogs.ny.gov/core/docs/Contract_Performance_Use.pdf. Contractor further understands and agrees to comply with the reporting requirements set forth in said form.

6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the New York State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the New York

State Labor Department in accordance with the Labor Law. Additionally, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with subdivision 3-a of this Section 220 of the Labor Law shall be a condition precedent to payment by the Authority of any sums due and owing to any person for work done upon the project.

7. NON-COLLUSIVE BIDDING REQUIREMENT. In accordance with Public Authorities Law Section 2878, if this contract was awarded based upon the submission of bids, Contractor warrants, under penalty of perjury, that its bid was arrived at independently and

without collusion aimed at restricting competition. Contractor further warrants that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the Authority a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of this contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership, or corporation has participated, is participating, or shall participate in an international boycott in violation of the Federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the Authority within five (5) business days of such conviction, determination or disposition of appeal.

9. SET-OFF RIGHTS. The Authority shall have rights of set-off. These rights shall include, but not be limited to, the Authority's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing by the contractor to the Authority with regard to this contract, or any other contract with the Authority, including any contract for a term commencing prior to the term of this contract. This also includes amounts due and owing the Authority for any other reason including, without limitation, monetary penalties, adjustments, fees, or claims for damages by the Authority and third parties in connection therewith.

10. RECORD-KEEPING REQUIREMENT. The Contractor shall

establish and maintain complete and accurate books, records, documents, accounts or other evidence directly pertinent to performance under this contract (the "Records") for a period of six (6) years following final payment or to the termination of this contract, whichever is later, and any extensions thereto. The Authority and Attorney General or any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to such Records during the contract term, extensions thereof and said six (6) year period thereafter for the purposes of inspection, auditing and copying. "Termination of the contract", as used in this clause 9, shall mean the later of completion of the work of the contract or the end date of the term stated in the contract. The Authority shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform the Authority's Executive Director with a copy to its Records Access Officer, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the Authority's right to discovery in any pending or future litigation.

11. LIABILITY. Contractor shall be responsible for all damage to life and property due to negligent or otherwise tortious acts, errors or omissions of Contractor, in connection with their services under this contract. Further, it is expressly understood that Contractor shall indemnify and save harmless the Authority and/or the State of New York, as their interests may appear, from claims, suits, actions, damages, and costs of every name and description resulting from the negligent performance of the services of Contractor under this contract, and such indemnity shall not be limited by reasons of enumeration of any insurance coverage herein provided.

12. GOVERNING LAW. This contract shall be governed by the laws of the

State of New York except where the Federal Supremacy clause requires otherwise.

13. LATE PAYMENT.

Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Public Authorities Law Section 2880 and 21 NYCRR Pt 207.

14. NO ARBITRATION.

Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized) but must, instead, be heard in a court of competent jurisdiction of the State of New York.

14. SERVICE OF PROCESS.

In addition to the methods of service allowed by the State Civil Practice Law & Rules, Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the Authority's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the Authority, in writing, of each and every change of address to which service of process can be made. Service by the Authority to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

15. OBSERVANCE OF LAWS.

The Contractor agrees to observe all Federal, State and local laws and regulations and to procure all necessary licenses and permits.

16. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

(a.) Federal Employer Identification Number and/or Federal Social Security Number:

All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must

include the payee's, i.e., the seller's or lessor's, identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both when the payee has both such numbers. Failure to include the number or numbers may delay payment. Where the payee does not have such number or numbers, the payee must give, on his or her invoice or New York State standard voucher, the reason or reasons why the payee does not have such number or numbers.

(b.) Privacy Notification:

(1.) The authority to request the above personal information from a seller of goods or services, or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses, and others who have been delinquent in filing tax returns or may have understated their tax liabilities, and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes, and for any other purpose authorized by law.

(2.) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. This information is maintained in New York State's Central Accounting System by the Director of State Accounts, Office of the State Comptroller, AESOB, Albany, New York 12236.

17. PROHIBITION ON PURCHASE OF TROPICAL

HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of New York State Finance Law §165. (Use of Tropical Hardwoods) which prohibits purchase and use of tropical

hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the Contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the New York State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

18. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information of the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic
Development
Division for Small Business
30 South Street B 7th Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5884
<http://www.empire.state.ny.us>

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic

Development
Division of Minority and
Women's Business
Development
30 South Pearl Street, 2nd Floor
Albany, New York 12245
Telephone: 518-292-5250
Fax: 518-292-5803
<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

- (a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the Authority;
- (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- (c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide such documentation to the Authority upon request; and

- (d) The Contractor acknowledges notice that the Authority may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the Authority in these efforts.

19. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the state of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

20. STATE FINANCE LAW SECTION 139. The Contractor hereby certifies that all information provided to the Authority with respect to State Finance Law Section 139 is complete, true and accurate. The Authority reserves the right to terminate this Contract in the event it is found that the certification filed by the Contractor in accordance with New York State Finance Law Section 139-k, was intentionally false or intentionally incomplete. Upon such finding, the Authority may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of the Contract.

21. ETHICS. During the term of this Agreement, the Contractor shall not engage any person who is or has been at any time in the employ of the Authority or New York State to perform services under the Agreement, without the consent of the Authority. The Authority may request that the Contractor provide it with whatever information the Authority deems

appropriate about such person's engagement, work cooperatively with the Authority to solicit advice from the New York State Commission on Public Integrity or other body having jurisdiction, and if deemed appropriate by the Authority, instruct such person to seek the opinion of the New York State Commission on Public Integrity. The Contractor agrees that any such employee assigned to perform services under this Agreement shall be assigned in accordance with the provisions of the New York State Public Officers Law and any other laws, rules, regulations, guidelines or policies applicable to the service of current or former Authority or New York State employees. Further, during the term of the Agreement, no person who is employed by the Contractor and who is disqualified from providing services under the Agreement pursuant to the New York State Public Officers Law or any other applicable laws, rules, regulations, guidelines or policies may share in any net revenues the Contractor derives from the Agreement. The Authority shall have the right to cancel or terminate this Agreement at any time if any work performed under the Agreement is in conflict with the provisions of the New York State Public Officers Law, other laws applicable to the service of current or former Authority or New York State employees, and/or the rules, regulations, guidelines or policies promulgated or issued by the New York State Commission on Public Integrity.

22. OSHA 10 HOUR CONSTRUCTION SAFETY AND HEALTH COURSE. If this is a public work contract covered by Article 8 of the New York State Labor Law, it shall be required that on all public work projects of at least \$250,000.00, all laborers, workers and mechanics working on the site be certified as having successfully completed A MINIMUM OF 10 HOURS OF CONSTRUCTION AND HEALTH SAFETY TRAINING, as approved by the United States Department of Labor's Occupational Safety and Health Administration (OSHA). The Contractor, sub-contractor or other person doing or contracting to do the whole or part of the work contemplated by the contract, shall provide proof of certification for successfully completing

the course for each employee prior to performing any work on the project.

23. COMPTROLLER'S

APPROVAL. Unless otherwise provided by resolution of the Authority, to the extent required by Section 2879-a of the Public Authorities Law, if this contract exceeds \$1,000,000, or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the Authority agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$1,000,000, it shall not be valid, effective or binding upon the Authority until it has been approved by the State Comptroller and filed in his office.

24. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Exhibit, the terms of this Exhibit shall control, except that to the extent required for the purpose of obtaining Federal Aid in connection with this contract, any contract provisions required for Federal Aid projects shall supersede any conflicting provisions.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the Contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the Authority determines that such action is in the best interest of the State.

26. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law, Section 899-aa; State Technology Law Section 208).

27. NO WAIVER OF PROVISIONS. The Authority's failure to exercise or delay in exercising any right or remedy under this contract shall not constitute a waiver of such right or remedy or any other right or remedy set forth therein. No waiver by the Authority of any right or remedy under this contract shall be effective unless made in a writing duly executed by an authorized officer of the Authority, and such waiver shall be limited to the specific instance so written and shall not constitute a waiver of such right or remedy in the future or of any other right or remedy under this contract.

28. ENTIRE AGREEMENT. This contract, together with this Exhibit, constitutes the entire understanding between the parties and there are no other oral or extrinsic understandings of any kind between the parties. This contract may not be changed or modified in any manner except by a subsequent writing, duly executed by the parties hereto.

29. PAYMENT REPORTING. In any contract subject to the provisions of Article 15-A of the New York State Executive Law which exceeds the sum of \$25,000 for commodities or personal services, and \$100,000 for construction or professional services, the Contractor shall, immediately upon execution of this contract, and any Subcontractor shall, immediately upon engagement by the Contractor, establish access to the New York State Contract System available at <https://ny.newnycontracts.com/?TN=ny>, and throughout the term of the contract, and any extensions thereof, in compliance with the NYS Contract Compliance Module,

acknowledge, through the New York State Contract System, receipt of all payments for services provided under the contract, and confirm when payments are made to any subcontractors for services rendered.

If this contract receives or shall receive Federal financial assistance as governed by 49 CFR Part 26, Contractor, and any of its Subcontractors, shall complete and file the Uniform Report of DBE Awards or Commitments, and shall observe all compliance requirements for Federally Assisted Contracting as set forth in 49 CFR Part 26. Evidence of filing shall be available for inspection by the Authority.

**PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH
RESPECT TO NEW YORK STATE BRIDGE AUTHORITY CONTRACTS:
REQUIREMENTS AND PROCEDURES**

I. General Provisions

- A. The New York State Bridge Authority (the “NYSBA”) is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 (“MWBE Regulations”) for all NYS Bridge Authority contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, including legal, financial and other professional services, supplies, equipment, materials, or any combination of the foregoing, or (2) in excess of \$100,000 for the acquisition, construction, demolition, replacement, major repair, or renovation of real property and improvements thereon. Where the NYSBA enters into a contract with a total expenditure in excess of two hundred and fifty thousand dollars (\$250,000) contractors shall submit company workforce diversity data to the NYSBA prior to execution of the subject contract.
- B. The Contractor to the subject contract (the “Contractor” and the “Contract,” respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the NYSBA, to fully comply and cooperate with the NYSBA in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women (“EEO”) and contracting opportunities for certified minority and women-owned business enterprises (“MWBEs”). Contractor’s demonstration of “good faith efforts” pursuant to 5 NYCRR §142.8 and Executive Law § 313(7) shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the “Human Rights Law”) or other applicable federal, state or local laws.
- C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this Appendix or enforcement proceedings as allowed by the Contract.

II. Contract Goals

- A. The NYSBA has established an overall goal of 30% for MWBE participation, 12% for Minority-Owned Business Enterprises (“MBE”) participation and 18% for Women-Owned Business Enterprises (“WBE”) participation. Pursuant to Executive Law § 313(4) the NYSBA may, however, evaluate each contract to determine the appropriateness of the overall goal, which may be reduced if it is determined to be unattainable due to the lack of certified MWBEs available in the major bridge repair and maintenance business (based on the current availability of qualified MBEs and WBEs). Unless otherwise noted in the Contract, for purposes of this Contract, the goals for MWBE participation on the Contract shall remain as stated above in this Section II-A.

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- B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the MWBE Contract Participation Goals established in Section II-A hereof, Contractor should reference the directory of New York State Certified MWBEs found at the following internet address:
<http://www.esd.ny.gov/MWBE/directorySearch.html>.

Additionally, Contractor is encouraged to contact the Division of Minority and Woman Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

- C. Where MWBE Contract Participation Goals have been established herein, pursuant to 5 NYCRR § 142.8, the Contractor must document “good faith efforts” to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR § 142.13, the Contractor acknowledges that if the Contractor is found to have willfully and intentionally failed to comply with the MWBE Contract Participation Goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the NYSBA for liquidated or other appropriate damages, as set forth in the Contract.

III. Equal Employment Opportunity (EEO)

- A. Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the “Division”). If any of these terms or provisions conflict with applicable law or regulations, the contracting agency shall waive the applicability of these requirements to the extent of such conflict.
- B. The Contractor shall comply with the following provisions of Article 15-A:
1. The Contractor and subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
 2. The Contractor shall submit an EEO policy statement to the NYSBA within seventy two (72) hours after the date of the notice by the NYSBA to award the Contract to the Contractor.
 3. The Contractor’s EEO policy statement shall include the following language:
 - (a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age,

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disability or marital status, and will undertake or continue existing EEO programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

- (b) The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
- (c) The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- (d) The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- (e) The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 3 and Paragraph "E" of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

C. NYSBA EEO – Form 100 – Staffing Plan

Prior to the award of this Contract, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Staffing plan form and submit it within a reasonable time, but no later than the time of award of the contract.

D. NYSBA EEO – Form 200 - Workforce Employment Monthly Utilization Report

1. Once a contract has been awarded and during the term of the Contract, Contractor is responsible for updating and providing notice to the NYSBA of any changes to the previously submitted Staffing Plan. This information is to be submitted on a monthly basis during the term of the contract to report the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Workforce Report must be submitted to report this information.

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2. Separate forms shall be completed by the Contractor and any subcontractor performing work on the Contract.
 3. In limited instances, the Contractor may not be able to separate out the workforce utilized in the performance of the Contract from the Contractor's and/or subcontractor's total workforce. When a separation can be made, the Contractor shall submit the Workforce Report and indicate that the information provided relates to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from the Contractor's and/or subcontractor's total workforce, the Contractor shall submit the Workforce Report and indicate that the information provided is the Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.
- E. The Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of an individual's age, race, creed (religion), color, sex, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

IV. NYSBA MWBE – Form 100 - Utilization Plan

- A. As required by Executive Law § 313(5), the Contractor represents and warrants that the Contractor has submitted an MWBE Utilization Plan prior to the execution of the contract. Additionally, prior to award, the Contractor must submit its MWBE Utilization Plan online through the Statewide Utilization Management Plan (SUMP) module of the New York State Contracting System (NYSCS) website at <https://ny.newnycontracts.com/>.
- B. The Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE Contract Participation Goals set forth in Section II-A of this Appendix. The Contractor shall attempt, in good faith, to utilize the enterprises identified within the Utilization Plan at least to the extent indicated.
- C. The Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, the NYSBA shall be entitled to any remedy provided in the Contract, including but not limited to, a finding of Contractor non-responsiveness.
- D. The NYSBA will review the MWBE Utilization Plan and issue to the Contractor a written notice of acceptance or deficiency within twenty (20) days of its receipt. A notice of deficiency shall include:
 1. the name of any MWBE which is not acceptable for the purpose of complying

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with the MWBE Contract Participation Goals and the reasons why it is not acceptable;

2. elements of the Contract scope of work which the NYSBA has determined can be reasonably structured by the Contractor to increase the likelihood of participation in the Contract by MWBEs; and
 3. other information which the NYSBA determines to be relevant to the MWBE Utilization Plan.
- E. In the event a notice of deficiency is issued, the Contractor shall respond to the notice within seven (7) business days of receipt by submitting a written remedy in response to the notice of deficiency to the NYSBA. If the written remedy that is submitted is not timely or is found by the NYSBA to be inadequate, the NYSBA shall notify the Contractor and direct the Contractor to submit, within five (5) business days, a request for a partial or total waiver of MWBE Contract Participation Goals on MWBE Form 200. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.
- F. The NYSBA may disqualify a Contractor as being non-responsive under the following circumstances:
1. if a Contractor fails to submit an MWBE Utilization Plan;
 2. if a Contractor fails to submit a written remedy to a notice of deficiency in an MWBE Utilization Plan;
 3. if a Contractor fails to submit a request for waiver; or
 4. if the NYSBA determines that a Contractor has failed to document good faith efforts.
- G. The Contractor's good faith efforts shall be determined pursuant to Executive Law § 313(7).

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V. Waivers pursuant to Executive Law § 313(6) - Request for Waiver - MWBE Form 200

- A. For waiver requests, a Contractor should use MWBE Form 200.
- B. If the Contractor, after making good faith efforts, is unable to comply with MWBE Contract Participation Goals, the Contractor may submit a Request for Waiver form documenting good faith efforts by the Contractor to meet such goals and setting forth the reasons for such Contractor's inability to meet any or all of the participation requirements. If the documentation included with the waiver request is complete, the NYSBA shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.
- C. The NYSBA shall review the waiver application in accordance with the criteria set forth in Executive Law § 313(6) and (7).
- D. If, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports, the NYSBA determines that the Contractor is failing or refusing to comply with the MWBE Contract Participation Goals and no waiver has been issued in regards to such non-compliance, the NYSBA may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Participation Goals.

VI. Monthly MWBE Participation Performance Report, MWBE - Form 300

Contractor is required to submit a Monthly MWBE Contractor Compliance Report (Form MWBE-300) to the NYSBA by the 10th day following the last day of each month over the term of the Contract documenting the progress made towards achievement of the MWBE Contract Participation Goals.

VII. Liquidated Damages - MWBE Participation

- A. In accordance with Executive Law § 316-a and 5 NYCRR § 142.13, where the NYSBA determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE Contract Participation Goals, the Contractor shall be obligated to pay to the NYSBA liquidated damages.
- B. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the NYSBA, Contractor shall pay such liquidated damages to the NYSBA within sixty (60) days after they are assessed by the NYSBA unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the NYSBA.

NEW YORK STATE BRIDGE AUTHORITY

**MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES – EQUAL
EMPLOYMENT OPPORTUNITY POLICY STATEMENT**

M/WBE AND EEO POLICY STATEMENT

I, _____, the (awardee/contractor) _____
agree to adopt the following policies with respect to the project being developed or services rendered at

M/WBE This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the MWBE Contract Participations Goals set by the Authority for that area in which the Authority-funded project is located, by taking the following steps:

- (1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.
- (2) Request a list of State-certified MWBEs from AGENCY and solicit bids from them directly.
- (3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective MWBEs.
- (4) Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among MWBE contractors to enhance their participation.
- (5) Document and maintain records of bid solicitation, including those to MWBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting MWBE Contract Participation Goals.
- (6) Ensure that progress payments to MWBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage MWBE participation.

EEO (a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.

(b) This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.

(d) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of an individual's age, race, creed (religion), color, national origin, sexual orientation, military status, sex, disability,

NEW YORK STATE BRIDGE AUTHORITY

predisposing genetic characteristic, marital status or (e) This organization will include the provisions of domestic violence victim status, and shall also follow sections (a) through (d) of this agreement in every the requirements of the Human Rights Law with subcontract in such a manner that the requirements of regard to non-discrimination on the basis of prior the subdivisions will be binding upon each criminal conviction and prior arrest. subcontractor as to work in connection with the State contract

Agreed to this _____ day of _____, 2_____

By _____

Print: _____ Title: _____

MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES – EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT, CONT.

_____ is designated as the Minority Business Enterprise Liaison
(Name of Designated Liaison)

responsible for administering the Minority and Women-Owned Business Enterprises - Equal Employment Opportunity (MWBE-EEO) program.

MWBE Contract Goals

Subject to Executive Law § 313(4), for purposes of this procurement, the NYSBA hereby establishes the following goals (“MWBE Contract Participation Goals”):

_____ % Minority Business Enterprise Participation

_____ % Women’s Business Enterprise Participation

_____ % **Total Minority and Women’s Business Enterprise Participation**

(Authorized Representative)

Title: _____

Date: _____

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PARTICIPATION BY SERVICE-DISABLED VETERAN-OWNED-BUSINESSES WITH RESPECT TO NEW YORK STATE BRIDGE AUTHORITY CONTRACTS: REQUIREMENTS AND PROCEDURES

I. General Provisions

- A. The New York State Bridge Authority (the “NYSBA”) is required to implement the provisions of New York State Executive Law Article 17-B and 9 NYCRR Part 252 (the “SDVOB Regulations”) for all NYS Bridge Authority contracts as defined therein. Where practical, feasible and appropriate, the Authority shall seek to achieve a 6 (six) percent goal for the utilization of SDVOB’s for all construction contracts, including but not limited to, consultant expenditures. Further, a similar six percent goal for the utilization of SDVOBs shall apply to contracts for services/consultant expenditures and commodity expenditures. Where the NYSBA enters into a contract, it shall require the proposer to submit a SDVOB Utilization Plan for achieving a goal for participation of certified SDVOBs to the NYSBA prior to execution of the subject contract.
- B. The Contractor to the subject contract (the “Contractor” and the “Contract,” respectively) agrees, at no additional cost to the NYSBA, to fully comply and cooperate with the NYSBA in the implementation of New York State Executive Law Article 17-B. These requirements include providing direct and indirect contracting opportunities for certified service-disabled veteran-owned business enterprises (“SDVOBs”). Contractor’s demonstration of “good faith efforts” pursuant to 9 NYCRR §252.2 (n) shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the provisions required by New York State Executive Law Article 17-B or other applicable federal, state or local laws.
- C. Any contractor who willfully and intentionally fails to comply with all of the participation requirements herein, as set forth under the SDVOB regulations, shall be liable to the NYSBA for damages as otherwise specified in the contract, and shall provide for other remedies on account of such breach. Damages shall be calculated based on the actual cost incurred by the NYSBA related to the NYSBA’s expenses for personnel, supplies and overhead related to establishing, monitoring, and reviewing certified SDVOB enterprise programmatic goals.

II. Contract Goals

- A. The NYSBA has established an overall goal of 6% for SDVOB participation pursuant to Executive Law § 17-B. The NYSBA may, however, evaluate each contract to determine the appropriateness of the overall goal, which may be reduced if it is determined to be not practical, feasible or appropriate due to the lack of certified SDVOBs available in the major bridge repair and maintenance business (based on the current availability of qualified SDVOBs) as permitted under 9 NYCRR §252.2 (h)(1). Unless otherwise noted in the Contract, for purposes of this Contract, the goals for SDVOB participation on the Contract shall remain as stated above in this Section II-A.
- B. For purposes of providing meaningful participation by SDVOBs on the Contract and achieving the SDVOB Contract Participation Goals established in Section II-A hereof, Contractor should

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reference the directory of New York State Certified SDVOBs found at the following internet address: <http://www.ogs.ny.gov/Core/SDVOBA.asp>. Additionally, Contractor is encouraged to contact the Division of Service-Disabled Veterans' Business Development by telephone at 844-579-7570 or by e-mail at VeteransDevelopment@ogs.ny.gov to discuss additional methods of maximizing participation by SDVOBs on the Contract.

- C. Where SDVOB Contract Participation Goals have been established herein, pursuant to 9 NYCRR §252.2, the Contractor must document "good faith efforts" to provide meaningful participation by SDVOBs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 9 NYCRR §252.2(s), the Contractor acknowledges that if the Contractor is found to have willfully and intentionally failed to comply with the SDVOB Contract Participation Goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the NYSBA for liquidated or other appropriate damages, as set forth in the Contract.

III. NYSBA SDVOB – Form 110 - Utilization Plan

- A. As required by Executive Law § 17-B(f), the Contractor represents and warrants that the Contractor has submitted a SDVOB Utilization Plan prior to the execution of the contract. Additionally, prior to award, the Contractor must submit its SDVOB Utilization Plan to the New York State Bridge Authority, Mid-Hudson Bridge Plaza; P.O. Box 1010, Highland, NY 1258.
- B. The Contractor agrees to use such SDVOB Utilization Plan for the performance of SDVOB on the Contract pursuant to the prescribed SDVOB Contract Participation Goals set forth in Section II-A of this Appendix. The Contractor shall attempt, in good faith, to utilize the enterprises identified within the Utilization Plan at least to the extent indicated.
- C. The Utilization Plan forms submitted by Contractors shall include, at a minimum, the following required information:
1. the name, address and telephone number of the Contractor;
 2. the Federal identification number of the Contractor;
 3. the names, addresses, and Federal identification numbers of certified service-disabled veteran-owned business enterprises which the contractor intends to use to perform a commercially useful function on the NYSBA contract and a description of the contract scope of work which the Contractor intends to structure to achieve participation pursuant to the prescribed NYSBA contract goals;
 4. the estimated or, if known, actual dollar amounts to be paid to and performance dates of each component of a NYSBA contract which the Contractor intends to be performed by a certified SDVOB enterprise; and

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5. a statement that the utilization of certified SDVOB enterprises for non-commercially useful functions may not be counted towards utilization of certified minority-and women-owned business enterprises in the utilization plan.
- D. In the event that a Contractor to a NYSBA's solicitation is a joint venture, teaming agreement, or other similar arrangements that includes a certified SDVOB enterprise, such a Contractor must submit the following to the NYSBA for its review and approval:
1. the name, address, telephone number, and Federal identification of each partner or party to the agreement;
 2. the Federal identification number of the joint venture or entity established to respond to the solicitation, if applicable; and
 3. a copy of the joint venture, teaming agreement, or other similar arrangement, which describes the percentage of interest owned by each party to the agreement and the value added by each party.
- E. The Contractor further agrees that a failure to submit and/or use such SDVOB Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, the NYSBA shall be entitled to any remedy provided in the Contract, including but not limited to, a finding of Contractor non-responsiveness.
- F. The NYSBA will review the SDVOB Utilization Plan and issue to the Contractor a written notice of acceptance or deficiency within twenty (20) days of its receipt. A notice of deficiency shall include:
1. A statement that the Contract shall not be awarded until a Utilization Plan has been approved or a waiver granted;
 2. A specific request for the reasons why any certified service-disabled veteran-owned business enterprise was not selected to perform the scope of work which the NYSBA has determined can be reasonably structured by the Contractor into subcontract(s) or other component(s) for purposes of complying with the NYSBA's Contract certified enterprise goal(s); and
 3. Any other facts relevant to the SDVOB Utilization Plan.
- G. In the event a notice of deficiency is issued, the Contractor shall respond to the notice within seven (7) business days of receipt by submitting a written remedy in response to the notice of deficiency to the NYSBA. If the written remedy that is submitted is not timely or is found by the NYSBA to be inadequate, the NYSBA shall notify the Contractor and direct the Contractor to submit, within five (5) business days, a request for a partial or total waiver of SDVOB Contract Participation Goals on SDVOB

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Form 210. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal for non-responsiveness.

H. The NYSBA may disqualify a Contractor as being non-responsive under the following circumstances:

1. if a Contractor fails to submit a SDVOB Utilization Plan;
2. if the NYSBA determines that a Contractor fails to satisfactorily document its good faith efforts;
3. if a Contractor fails to submit a written remedy to a notice of deficiency in an SDVOB Utilization Plan; or
4. if a Contractor fails to submit a request for waiver.

I. The Contractor's good faith efforts shall be determined and documented pursuant to 9 NYCRR §252.2(n).

J. If a Contractor changes its Utilization Plan after submission, it shall notify the NYSBA in writing of such change and obtain approval from the NYSBA in accordance with subdivisions (l) and (n) of 9 NYCRR §252.2.

IV. Waivers Pursuant to 9 NYCRR §252.2(m)- Request for Waiver – SDVOB- Form 210

A. For Waiver Requests, a Contractor should use SDVOB- Form 210.

B. If the Contractor, after making good faith efforts, is unable to comply with SDVOB Contract Participation Goals, the Contractor may submit a Request for Waiver form documenting good faith efforts by the Contractor to meet such goals and setting forth the reasons for such Contractor's inability to meet any or all of the participation requirements. If the documentation included with the Waiver Request is complete, the NYSBA shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.

C. The NYSBA shall review the waiver application in accordance with the criteria set forth in 9 NYCRR §252.2(l) and (m).

D. Requests for a partial or total waiver of goal requirements established on a NYSBA contract made prior to the award of the contract may be made simultaneously with the submission of the Utilization Plan for that NYSBA contract. If a Contractor is found non-responsive or non-responsible by the NYSBA, the request for a waiver shall be deemed moot.

E. Requests for a partial or total waiver made subsequent to award of a NYSBA contract may be made at any time during the term of the NYSBA contract but prior to the submission of a request for final

Appendix C

payment on the contract.

- F. If, upon review of the SDVOB Utilization Plan and updated Quarterly SDVOB Contractor Compliance Reports, the NYSBA determines that the Contractor is failing or refusing to comply with the SDVOB Contract Participation Goals and no waiver has been issued in regards to such non-compliance, the NYSBA may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of SDVOB Contract Participation Goals.

V. Monthly SDVOB Participation Performance Report, SDVOB - Form 310

- A. Contractor is required to submit a Monthly SDVOB Contractor Compliance Report (Form SDVOB-310) in accordance with 9 NYCRR § 252.2(q) to the NYSBA by the 10th day following the last day of each month over the term of the Contract documenting the progress made towards achievement of the SDVOB Contract Participation Goals.

VI. Damages - SDVOB Participation

- A. In accordance with Executive Law § 17-B and 9 NYCRR § 252.2(s), where the NYSBA determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the SDVOB Contract Participation Goals, the Contractor shall be obligated to pay to the NYSBA damages as otherwise specified in the contract, and shall provide for other remedies on account of such breach. Damages shall be calculated based on the actual cost incurred by the NYSBA related to the NYSBA's expenses for personnel, supplies and overhead related to establishing, monitoring, and reviewing certified SDVOB enterprise programmatic goals.
- B. In the event a determination has been made which requires the payment of damages and such identified sums have not been withheld by the NYSBA, Contractor shall pay such damages to the NYSBA within sixty (60) days after they are assessed by the NYSBA.

New York State Bridge Authority

**Bridge Property Damage and Loss of Revenue (U&O)
BA-2016-OA-004IN Contract Additional Information
Insurance Specifications
Term 1/1/16-12/31/16**

Total Limit of Liability: \$380,000,000 per occurrence

Total 12 Month Premium: \$854,130

Limit of Liability: \$380,000,000 per occurrence

<u>Insurer</u>	<u>% Interest</u>	<u>Participation</u>
Zurich American	65%	\$247,000,000 P/O \$380,000,000
RSUI Indemnity Co.	20%	\$76,000,000 P/O \$380,000,000
XL Ins. America, Inc.	<u>15%</u>	<u>\$57,000,000</u> P/O \$380,000,000
	100%	\$380,000,000

Terms & Conditions Flood and quake limits \$100,000,000
All others as per attached, see existing policies

Total Insurable Values \$1,868,152,470 (Includes Walkway Over the Hudson, however
Only insured for \$80,000,000, see Total Insurable Values
Summary)

Zurich

1 page

11/12 - to present

Data valued as of: 08/29/2016

Zero Loss Run Summary



Policy Number : 9806442

New York State Bridge Authority (NYSBA)

Policy/Loss Year(s) requested : 2012 , 2013 , 2014 , 2015 , 2016

The Policy has no claim data for the years requested above (unless indicated by the link to Loss Run Report)

Claim Count	Paid	Reserves	Recoveries	Incurred
0	\$0.00	\$0.00	\$0.00	\$0.00

Claims Overview Report

XL - 11/1/12 - present



Selection criteria used for this report:

Run As At Date : 08/29/16
 Report Currency : USD
 Company : All
 Branch : All
 Insured : All
 Program Number : 1180396
 Subsidiary : All
 Main Line : All
 Policy Number : All
 Underwriting Year :
 Policy Section : All
 Injury : All
 Class Number : Both claims and incidents
 Incident Only : Any Status
 Claim Status : Excluded
 Canceled claims
 Lost amounts
 Name Code : All

Reserves are calculated using the current system rate of exchange, and payments using the historic exchange rate at the time the payment was made.

Sorted On: Company, Branch, Insured Name, Insured Subsidiary name, Program Number, Main Line, Policy Section, Underwriting Year, Policy Number, Claim Status, Claim Number,
 Reordered On: Branch.

No Losses For Program Number 18039 Master Insured Name: NEWY003ANew York State Bridge Aut

Claims Summary Report



Selection criteria used for this report:
 Run to date : 08/29/16
 Report Currency : USD

Page: 2

Company : All
 Branch : All
 Insured : All
 Program Number : 1180196
 Subsidary : All
 Main Line : All
 Policy Number : All
 Underwriting Year :
 Policy Section : All
 Injury : All
 Claim Number : All
 Incident Only : Both claims and incidents
 Claim Status : Any Status
 Cancelled Claims : Excluded
 100% Reverts :
 Memo Code : All

Reserves are calculated using the current system rate of exchange, and payments using the historic exchange rate at the time the payment was made.

Sorted On: Company, Branch, Insured Name, Insured Subsidary name, Program Number, Main Line, Policy Section, Underwriting Year, Policy Number, Claim Status, Claim Number.
 Revealed On: Branch.

Program Ref No	YOL	Policy Number	Gross Insured	Net Insured
1180196	2012	US00045061CAL2A	0.00	0.00
1180196	2015	US00045061CAL5A	0.00	0.00
		Totals	0.00	0.00

End of Report



RSOI - 2/14/04 - Present
Loss Run for NHT390381 - New York State Bridge Authority

2 pages

Insured Name:	New York State Bridge Authority	Policy No:	NHT390381 0	Term:	1/1/2015 - 1/1/2017	Underwriter:	Hicks, Julie
Policy Limit:	\$76,000,000					Claim Prof:	N/A
No claims exist for this policy/year.							

Insured Name:	New York State Bridge Authority	Policy No:	NHT374443 2	Term:	1/1/2014 - 1/1/2015	Underwriter:	Hicks, Julie
Policy Limit:	\$76,000,000					Claim Prof:	N/A
No claims exist for this policy/year.							

Insured Name:	New York State Bridge Authority	Policy No:	NHT374443 1	Term:	1/1/2013 - 1/1/2014	Underwriter:	Hicks, Julie
Policy Limit:	\$76,000,000					Claim Prof:	N/A
No claims exist for this policy/year.							

Insured Name:	New York State Bridge Authority	Policy No:	NHT374443 0	Term:	1/1/2012 - 1/1/2013	Underwriter:	Hicks, Julie
Policy Limit:	\$76,000,000					Claim Prof:	N/A
No claims exist for this policy/year.							

Insured Name:	New York State Bridge Authority	Policy No:	NHD364855 1	Term:	1/1/2011 - 1/1/2012	Underwriter:	Hicks, Julie
Policy Limit:	\$70,000,000					Claim Prof:	N/A
No claims exist for this policy/year.							

Insured Name:	New York State Bridge Authority	Policy No:	NHD364855 0	Term:	1/1/2010 - 1/1/2011	Underwriter:	Hicks, Julie
Policy Limit:	\$70,000,000					Claim Prof:	N/A
No claims exist for this policy/year.							

Insured Name:	New York State Bridge Authority	Policy No:	NHD355186 1	Term:	1/1/2009 - 1/1/2010	Underwriter:	Hicks, Julie
Policy Limit:	\$70,000,000					Claim Prof:	N/A
No claims exist for this policy/year.							

Insured Name:	New York State Bridge Authority	Policy No:	NHD355186 0	Term:	1/1/2008 - 1/1/2009	Underwriter:	Hicks, Julie
Policy Limit:	\$70,000,000					Claim Prof:	N/A
No claims exist for this policy/year.							



Loss Run for NHT390381 - New York State Bridge Authority

Insured Name: New York State Bridge Authority Policy No: NHQ348907 0 Term: 12/1/2006 - 1/1/2006 Underwriter: Claim Prof. Lastier, EG

Policy Limit: \$70,000,000 No claims exist for this policy/year.

Insured Name: New York State Bridge Authority Policy No: NHQ348139 0 Term: 2/14/2006 - 12/1/2006 Underwriter: Claim Prof. Lastier, EG

Policy Limit: \$70,000,000 No claims exist for this policy/year.

Insured Name: New York State Bridge Authority Policy No: NHQ339499 0 Term: 2/14/2005 - 2/14/2006 Underwriter: Claim Prof. Lastier, EG

Policy Limit: \$70,000,000 No claims exist for this policy/year.

Insured Name: New York State Bridge Authority Policy No: NHD333990 0 Term: 2/14/2004 - 2/14/2005 Underwriter: Claim Prof. Lastier, EG

Policy Limit: \$50,000,000 No claims exist for this policy/year.

Total Gross Incurred		Paid	Reserve	Incurred
Indemnity	\$0.00	\$0.00	\$0.00	\$0.00
Expense	\$0.00	\$0.00	\$0.00	\$0.00
Total	\$0.00	\$0.00	\$0.00	\$0.00



New York
Commercial Insurance Protection

CLAIM OFFICE:

Mail claims to:
945 E. Paces Ferry Rd.
Suite 1800
Atlanta, GA 30326-1160

Fax claims to:
(404) 264-7239
(Attn: Claims Department)

Policy Number: NHT390381
Insurer: RSUI Indemnity Company
Named Insured: New York State Bridge Authority

NOTICE - DISCLOSURE OF TERRORISM PREMIUM

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown below.

DISCLOSURE OF PREMIUM

The portion of your premium for the policy term attributable to coverage for terrorist acts certified under the Act is
\$ 3,256.00 .

DISCLOSURE OF FEDERAL PARTICIPATION IN PAYMENT OF TERRORISM LOSSES

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 85% of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31), the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

**State Fraud Statements
Fraud Statements – Signature Required for New York Only**

ARKANSAS, LOUISIANA, RHODE ISLAND, TEXAS AND WEST VIRGINIA FRAUD STATEMENT

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

ALASKA FRAUD STATEMENT

A person who knowingly and with intent to injure, defraud, or deceive an insurance company files a claim containing false, incomplete, or misleading information may be prosecuted under state law.

ALABAMA FRAUD STATEMENT

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.

ARIZONA FRAUD STATEMENT

For your protection Arizona law requires the following statement to appear on this form. Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties.

CALIFORNIA FRAUD STATEMENT

For your protection, California law requires that you be made aware of the following: Any person who knowingly presents false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

COLORADO FRAUD STATEMENT

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

DISTRICT OF COLUMBIA FRAUD STATEMENT

WARNING: It is a crime to provide false, or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

FLORIDA FRAUD STATEMENT

Any person who knowingly and with intent to injure, defraud or deceive any insurer, files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

HAWAII FRAUD STATEMENT

For your protection, Hawaii law requires you to be informed that any person who presents a fraudulent claim for payment of a loss or benefit is guilty of a crime punishable by fines or imprisonment, or both.

IDAHO FRAUD STATEMENT

Any person who knowingly, and with intent to defraud or deceive any insurance company, files a statement of claim containing any false, incomplete or misleading information is guilty of a felony.

INDIANA FRAUD STATEMENT

Any person who knowingly and with intent to defraud an insurer files a statement of claim containing any false, incomplete, or misleading information commits a felony.

KANSAS FRAUD STATEMENT

Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

KENTUCKY FRAUD STATEMENT

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

MAINE FRAUD STATEMENT

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

MARYLAND FRAUD STATEMENT

Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

MINNESOTA FRAUD STATEMENT

Any person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

NEW HAMPSHIRE FRAUD STATEMENT

Any person who, with a purpose to injure, defraud or deceive any insurance company, files a statement of claim containing any false, incomplete or misleading information is subject to prosecution and punishment for insurance fraud, as provided in RSA 638:20.

NEW JERSEY FRAUD STATEMENT

Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

NEW MEXICO FRAUD STATEMENT

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

OHIO FRAUD STATEMENT

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

OKLAHOMA FRAUD STATEMENT

WARNING: Any person who knowingly and with intent to injure, defraud, or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

OREGON FRAUD STATEMENT

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents materially false information in an application for insurance may be guilty of a crime and may be subject to fines and confinement in prison.

PENNSYLVANIA FRAUD STATEMENT

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

TENNESSEE, VIRGINIA, AND WASHINGTON FRAUD STATEMENT

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

SIGNATURE REQUIRED

NEW YORK FRAUD STATEMENT

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

New York State Bridge Authority
Insured/Applicant/Claimant

By (Authorized Representative)

Title

Date

This Endorsement Changes The Policy. Please Read It Carefully.

SCHEDULE OF POLICY ATTACHMENTS AND FORMS

<u>Form Number</u>	<u>Form Title</u>
RSG 94071 1109	Warranty Schedule
RSG 91003 0607	Warranty Coverage Form
RSG 92054 1014	California Earth Movement Coverage Exclusion
RSG 93028 1014	New York Changes - Cancellation and Nonrenewal
RSG 94030 1003	Exclusion And Limited Additional Coverage - Electronic Data
RSG 94056 0304	Cancellation Clause
RSG 96004 0210	Exclusion And Limited Additional Coverage For Fungus
RSG 96012 1003	Sublimit Definition
RSG 96014 0504	Exclusion of Pathogenic or Poisonous Biological or Chemical Material
IL 0017 1198	Common Policy Conditions

This Endorsement Changes The Policy. Please Read It Carefully.

WARRANTY SCHEDULE

Item

1. Named Insured: New York State Bridge Authority
(Name Incomplete - As Per Warranty Policy)
2. Addresses of Insured Premises: Various - As Per Schedule Submitted to
Company on 12/19/2014
3. Property Covered: - Business Income with Extra Expense including "Rental Value"
- Bridges and Related Approaches
4. Warranty Insurer and Policy Number: Zurich American Insurance Company
Policy # IM 9806442-01
5. Warranty Insurer's Proportionate Share: 65%
6. Proportionate Share: 20%
7. Limit Insured: \$76,000,000 Part Of \$380,000,000 Per Occurrence

Sublimits:

\$20,000,000 Part of \$100,000,000 Per Occurrence and Annual
Aggregate Flood

\$20,000,000 Part Of \$100,000,000 Per Occurrence and Annual
Aggregate Earthquake

Coverage Sublimits as per Warranty Insurer's policy.

8. Deductible: All Covered Perils: 3.00% Per Location, subject to a minimum of \$100,000 Per Occurrence (Property Damage - Building Only) except
- Surveillance Equipment - \$25,000 Per Occurrence (Property Damage) except
- Business Income with Extra Expense Including "Rental Value" - subject to 14 Day (or 336 hour) waiting period

9. Notification of Claims to: RSUI Group, Inc.
945 East Paces Ferry Road
Suite 1800
Atlanta, GA 30326
Attn: Claims Department

This Endorsement Changes The Policy. Please Read It Carefully.

WARRANTY COVERAGE FORM

1. INSURING CLAUSE:

Subject to the limitations, terms and conditions contained in this policy are added hereto, the Company agrees to indemnify the insured named in the schedule herein in respect of direct physical loss or damage to the property described in the schedule while located or contained as described in the schedule, occurring during the period stated in the schedule and which are also covered by and defined in the warranty policy specified in the schedule and issued by the Warranty Insurer stated therein.

2. MAINTENANCE OF WARRANTY INSURANCE

This policy is subject to the same warranties, terms, and conditions (except as regards the premium, the amount and limits of liability other than the deductible or self-insurance provision where applicable, and the renewal agreement, if any; and EXCEPT AS OTHERWISE PROVIDED HEREIN) as are contained in or as may be added to the policy of the warranty insurer prior to the happening of a loss for which claim is made hereunder, and should any alteration be made in the premium for the policy of the warranty insurer, then the premium hereon shall be adjusted accordingly.

It is a condition of this policy that the policy of the warranty insurer shall be maintained in full effect during the currency of this policy and that the warranty insurer's policy shall carry limits which bear the same proportion to the total limits carried by all policies covering the property insured hereunder as the Warranty Insurer's Proportionate Share as indicated in Item 5 of the schedule attached hereto.

3. PROPORTIONATE SHARE

The Company's liability for any loss or damage covered by this policy shall be limited to its Proportionate Share of any loss or damage, as stated in item 6 of the schedule attached hereto. The proportionate share shall apply to all limits of insurance, sub-limits of insurance, annual aggregate limits of insurance as well as to deductibles and self-insurance provisions as stated in the warranty policy.

4. LIMIT INSURED

The Limit Insured as stated in the schedule attached hereto represents the Company's Proportionate Share of all insured limits.

5. DEDUCTIBLE

The Deductible as stated in the schedule attached hereto represents the total deductible for all contributing insurance covering the same property. The deductible(s) applicable to this policy shall be the percentage in Item 6. Proportionate Share of the attached schedule.

6. CANCELLATION:

This insurance may be cancelled by the Insured at any time by written notice or by surrender of this policy.

This insurance may also be cancelled by or on behalf of the Company by delivering to the Insured or by mailing to the Insured, by registered, certified or other first class mail, at the Insured's address as shown on this insurance, written notice stating when, not less than 30 days (10 for non-payment of premium) thereafter, the cancellation shall be effective.

The mailing of such notice as aforesaid shall be sufficient proof of notice and this insurance shall terminate at the date and hour specified in such notice.

If this insurance shall be cancelled by the Insured, the Company shall retain the customary short rate proportion of the premium hereon except that if this insurance is on an adjustable basis, the Company shall receive the earned premium hereon or the customary short rate proportion of any minimum premium stipulated herein, whichever is the greater.

If this insurance shall be cancelled by or on behalf of the Company, the Company shall retain the pro rata proportion of the premium hereon, except that if this insurance is on an adjustable basis, the Company shall receive the earned premium hereon or the pro rata proportion of any minimum stipulated therein, whichever is greater.

Payment or tender of any unearned premium by the Company shall not be a condition precedent to the effectiveness of cancellation, but such payment shall be made as soon as practicable.

If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

7. NOTIFICATION OF CLAIMS

The Insured, upon knowledge of any occurrence likely to give rise to a claim hereunder, shall give immediate written notice thereof to the person(s) or firm named for the purpose in the schedule.

This Endorsement Changes The Policy. Please Read It Carefully.

CALIFORNIA EARTH MOVEMENT COVERAGE EXCLUSION

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

A. In consideration of premium charged, it is agreed that the following exclusion is added to this policy:

We will not pay for loss or damage to property located in the state of California caused directly or indirectly by:

1. **Earth Movement**; or
2. Sprinkler Leakage resulting from **Earth Movement**.

Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

B. Earth Movement shall be defined as follows:

1. Earthquake, including any earth sinking, rising or shifting related to such event;
2. Landslide, including any earth sinking, rising or shifting related to such event;
3. Mine subsidence, meaning subsidence of a man-made mine, whether or not mining activity has ceased;
4. Earth sinking (other than sinkhole collapse), rising or shifting including soil conditions which cause settling, cracking or other disarrangement of foundations or other parts of realty. Soil conditions include contraction, expansion, freezing, thawing, erosion, improperly compacted soil and the action of water under the ground surface.

But, if **Earth Movement**, as described in **1.** through **4.** above, results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion.

5. Volcanic Eruption, Explosion or Effusion:

But if volcanic eruption, explosion or effusion results in fire, building glass breakage or Volcanic Action, we will pay for the loss or damage caused by that fire, building glass breakage or Volcanic Action.

Volcanic action means direct loss or damage resulting from the eruption of a volcano when the loss or damage is caused by:

- a. Airborne volcanic blast or airborne shock waves;
- b. Ash, dust or particulate matter; or
- c. Lava flow.

All volcanic eruptions that occur within any one hundred sixty eight (168) hour period will constitute a single occurrence.

Volcanic action does not include the cost to remove ash, dust or particulate matter that does not cause direct physical loss or damage to the described property.

This Endorsement Changes The Policy. Please Read It Carefully.

NEW YORK CHANGES – CANCELLATION AND NONRENEWAL

The following conditions are added and supersede any provisions to the contrary:

A. CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this entire policy by mailing or delivering to us advance written notice of cancellation.
2. **Cancellation Of Policies In Effect**

a. 60 Days Or Less

We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

- (1) 30 days before the effective date of cancellation if we cancel for any reason not included in Paragraph **A.2.b.** below.
- (2) 15 days before the effective date of cancellation if we cancel for any of the reasons included in Paragraph **A.2.b.** below.

b. For More Than 60 Days

If this policy has been in effect for more than 60 days, or if this policy is a renewal or continuation of a policy we issued, we may cancel only for any of the reasons listed below, provided we mail the first Named Insured written notice at least 15 days before the effective date of cancellation:

- (1) Nonpayment of premium, provided however, that a notice of cancellation on this ground shall inform the first Named Insured of the amount due;
- (2) Conviction of a crime arising out of acts increasing the hazard insured against;
- (3) Discovery of fraud or material misrepresentation in the obtaining of the policy or in the presentation of a claim;
- (4) After issuance of the policy or after the last renewal date, discovery of an act or omission, or a violation of any policy condition, that substantially and materially increases the hazard insured against, and which occurred subsequent to inception of the current policy period;
- (5) Material physical change in the property insured, occurring after issuance or last annual renewal anniversary date of the policy, which results in the property becoming uninsurable in accordance with our objective, uniformly applied underwriting standards in effect at the time the policy was issued or last renewed; or material change in the nature or extent of the risk, occurring after issuance or last annual renewal anniversary date of the policy, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the policy was issued or last renewed;
- (6) Required pursuant to a determination by the Superintendent that continuation of our present premium volume would jeopardize our solvency or be hazardous to the interest of our policyholders, our creditors or the public;
- (7) A determination by the Superintendent that the continuation of the policy would violate, or would place us in violation of, any provision of the Insurance Code; or
- (8) Where we have reason to believe, in good faith and with sufficient cause, that there is a probable risk of danger that the insured will destroy, or permit to be destroyed, the insured property for the purpose of collecting the insurance proceeds. If we cancel for this reason, you may make a written request to the Department of Financial Services, within 10 days of receipt of this notice, to review our cancellation decision. Also, we will simultaneously send a copy of this cancellation notice to the Department of Financial Services.

Policy No.: NHT390381

Effective: 1/1/2015

-
3. We will mail or deliver our notice, including the reason for cancellation, to the first Named Insured at the address shown in the policy and to the authorized agent or broker.
 4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
 5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata.

However, when the premium is advanced under a premium finance agreement, the cancellation refund will be pro rata. Under such financed policies, we will be entitled to retain a minimum earned premium of 10% of the total policy premium or \$60, whichever is greater. The cancellation will be effective even if we have not made or offered a refund.

6. If notice is mailed, proof of mailing will be sufficient proof of notice.
7. If one of the reasons for cancellation in Paragraph **A.2.b.** or **C.2.b.(2)** exists, we may cancel this entire policy, even if the reason for cancellation pertains only to a new coverage or endorsement initially effective subsequent to the original issuance of this policy.

B. The following is added:

1. Nonrenewal

If we decide not to renew this policy we will send notice as provided in Paragraph **B.3.** below.

2. Conditional Renewal

If we conditionally renew this policy subject to:

- a. A change of limits;
- b. A change in type of coverage;
- c. A reduction of coverage;
- d. An increased deductible;
- e. An addition of exclusion; or
- f. Increased premiums in excess of 10%, exclusive of any premium increase due to and commensurate with insured value added or increased exposure units; or as a result of experience rating, loss rating, retrospective rating or audit;

we will send notice as provided in Paragraph **B.3.** below.

3. Notices Of Nonrenewal And Conditional Renewal

- a. If we decide not to renew this policy or to conditionally renew this policy as provided in Paragraphs **B.1.** and **B.2.** above, we will mail or deliver written notice to the first Named Insured shown in the Declarations at least 60 but not more than 120 days before:
 - (1) The expiration date; or
 - (2) The anniversary date if this is a continuous policy.
- b. Notice will be mailed or delivered to the first Named Insured at the address shown in the policy and to the authorized agent or broker. If notice is mailed, proof of mailing will be sufficient proof of notice.
- c. Notice will include the specific reason(s) for nonrenewal or conditional renewal, including the amount of any premium increase for conditional renewal and description of any other changes.
- d. If we violate any of the provisions of Paragraph **B.3.a., b.** or **c.** above by sending the first Named Insured an incomplete or late conditional renewal notice or a late nonrenewal notice:
 - (1) Coverage will remain in effect at the same terms and conditions of this policy at the lower of the current rates or the prior period's rates until 60 days after such notice is mailed or delivered, unless the first Named Insured, during this 60 day period, has replaced the coverage or elects to cancel.

-
- (b) Last voluntarily renewed the policy;
 - (6) The Superintendent of Financial Services' determination that continuing the policy would violate Chapter 28 of the Insurance Law; or
 - (7) Required pursuant to a determination by the Superintendent of Financial Services that the continuation of our present premium volume would be hazardous to the interests of our policyholders, our creditors or the public.

3. The following are added:

a. Conditional Continuation

Instead of cancelling this policy, we may continue it on the condition that:

- (1) The policy limits be changed; or
- (2) Any coverage not required by law be eliminated.

If this policy is conditionally continued, we will mail or deliver to the first Named Insured written notice at least 20 days before the effective date of the change or elimination. We will mail or deliver our notice to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice. Delivery of the notice will be the same as mailing.

b. Nonrenewal

If, as allowed by the laws of New York State, we:

- (1) Do not renew this policy; or
- (2) Condition policy renewal upon:
 - (a) Change of limits; or
 - (b) Elimination of coverage;

we will mail or deliver written notice of nonrenewal or conditional renewal:

- (a) At least 45 days; but
- (b) Not more than 60 days;

before the expiration date of the policy. We will mail or deliver our notice to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice. Delivery of the notice will be the same as mailing.

D. The following is added to the Commercial Property Coverage Part:

When the property is subject to the Anti-Arson Application in accordance with New York Insurance Department Regulation No. 96, the following provisions are added:

If you fail to return the completed, signed and affirmed anti-arson application to us:

- 1. Or our broker or agent within 45 days of the effective date of a new policy, we will cancel the entire policy by giving 20 days' written notice to you and to the mortgageholder shown in the Declarations.
- 2. Before the expiration date of any policy, we will cancel the policy by giving written notice to you and to the mortgageholder shown in the Declarations at least 15 days before the effective date of cancellation.

The cancellation provisions set forth in **D.1.** and **D.2.** above supersede any contrary provisions in this policy including this endorsement.

If the notice in **D.1.** or **D.2.** above is mailed, proof of mailing will be sufficient proof of notice. Delivery of the notice will be the same as mailing.

E. The following applies to the Commercial Property Coverage Part:

Paragraphs **f.** and **g.** of the **Mortgageholders** Condition are replaced by the following:

f. Cancellation

- (1) If we cancel this policy, we will give written notice to the mortgageholder at least:

-
- (a) 10 days before the effective date of cancellation if we cancel for your nonpayment of premium;
or
 - (b) 30 days before the effective date of cancellation if we cancel for any other reason.
- (2) If you cancel this policy, we will give written notice to the mortgageholder. With respect to the mortgageholder's interest only, cancellation will become effective on the later of:
- (a) The effective date of cancellation of the insured's coverage; or
 - (b) 10 days after we give notice to the mortgageholder.

g. Nonrenewal

- (1) If we elect not to renew this policy, we will give written notice to the mortgageholder at least 10 days before the expiration date of this policy.
- (2) If you elect not to renew this policy, we will give written notice to the mortgageholder. With respect to the mortgageholder's interest only, nonrenewal will become effective on the later of:
 - (a) The expiration date of the policy; or
 - (b) 10 days after we give notice to the mortgageholder.

This Endorsement Changes The Policy. Please Read It Carefully.

EXCLUSION AND LIMITED ADDITIONAL COVERAGE ELECTRONIC DATA

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

It is agreed that, except as provided in Additional Coverages, below, this policy does not cover Electronic Data.

Electronic data means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data. This Paragraph does not apply to your "stock" of prepackaged software.

Additional Coverages

Subject to the provisions of this Additional Coverage, we will pay for the cost to replace or restore electronic data which has been destroyed or corrupted. To the extent that electronic data is not replaced or restored, the loss will be valued at the cost of replacement of the media on which the electronic data was stored, with blank media of substantially identical type.

This additional coverage applies only if caused by any of the following causes of loss and only in the event that the applicable cause of loss is not otherwise excluded by this policy:

Fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse; volcanic action; falling objects; weight of snow, ice or sleet; water damage; earthquake; flood.

- a. Sinkhole collapse means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. This cause of loss does not include:
 - (1) The cost of filling sinkholes; or
 - (2) Sinking or collapse of land into man-made underground cavities.
- b. Falling objects does not include loss or damage to property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object.
- c. Water damage means accidental discharge or leakage of water or steam as the direct result of the breaking apart or cracking of a plumbing, heating, air conditioning or other system or appliance (other than a sump system including its related equipment and parts), that is located on the described premises and contains water or steam.

This additional coverage also applies to loss caused by a virus, harmful code or similar instruction introduced into or enacted on a computer system (including electronic data) or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation. But there is no coverage for loss or damage caused by or resulting from manipulation of a computer system (including electronic data) by any employee, including a temporary or leased employee, or by an entity retained by you or for you to inspect, design, install, modify, maintain, repair or replace that system.

The most we will pay under this Additional Coverage – Electronic Data is \$2,500 for all loss or damage sustained in any one policy year, regardless of the number of occurrences of loss or damage or the number of premises, locations or computer systems involved. If loss payment on the first occurrence does not exhaust this amount, then the balance is available for subsequent loss or damage sustained in but not after that policy year. With respect to an occurrence which begins in one policy year and continues or results in additional loss or damage in a subsequent policy year(s), all loss or damage is deemed to be sustained in the policy year in which the occurrence began.

This Endorsement Changes The Policy. Please Read It Carefully.

CANCELLATION CLAUSE

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

This policy may be cancelled by the Insured by surrender thereof to the Company or by mailing to the Company written notice stating when thereafter such cancellation shall be effective. This policy may be cancelled by the Company by mailing to the Insured at the address shown in this policy or last known address, written notice, with or without tender of the excess or paid premium above the pro rata premium for the expired time, stating when, not less than ninety (90) days thereafter, or not less than ten (10) days in the event of non-payment of premiums, such cancellation shall be effective. The mailing of notice aforesaid shall be sufficient proof of notice. The effective date and hour of cancellation stated in the notice, whether by the Insured or this Company, shall be equivalent to mailing. If the Insured cancels, earned premiums shall be computed in accordance with the customary short rate table and procedure. If the Company cancels, earned premiums shall be computed pro rata. Premium adjustment may be made as soon as practicable after cancellation becomes effective.

This Endorsement Changes The Policy. Please Read It Carefully.

EXCLUSION AND LIMITED ADDITIONAL COVERAGE FOR FUNGUS

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

A. The following Exclusion is added:

EXCLUSION – “Fungus”, Wet Rot, Dry Rot And Bacteria

We will not pay for loss or damage caused directly or indirectly by the presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. But if "fungus", wet or dry rot or bacteria results in a "specified covered cause of loss", we will pay for the loss or damage caused by that "specified covered cause of loss".

This exclusion does not apply:

1. When "fungus", wet or dry rot or bacteria results from fire or lightning; or
2. To the extent that coverage is provided in the Additional Coverage - Limited Coverage For "Fungus", Wet Rot, Dry Rot And Bacteria with respect to loss or damage by a cause of loss other than fire or lightning.

B. The following Additional Coverage is added:

ADDITIONAL COVERAGE - Limited Coverage For "Fungus", Wet Rot, Dry Rot And Bacteria

1. This limited coverage applies only when the "fungus", wet or dry rot or bacteria is the result of one or more of the following causes that occurs during the policy period and only if all reasonable means were used to save and preserve the property from further damage at the time of and after that occurrence, and only if any loss resulting from the following is reported to us within 60 days of the occurrence.
 - a. A "specified covered cause of loss" other than fire or lightning; or
 - b. Flood, if the Flood Coverage Endorsement applies to the affected premises.
2. Under conditions described in item **B.1.** above, we will pay for loss or damage by "fungus", wet or dry rot or bacteria. As used in this Limited Coverage, the term loss or damage means:
 - a. Direct physical loss or damage to Covered Property caused by "fungus", wet or dry rot or bacteria, including the cost of removal of the "fungus", wet or dry rot or bacteria;
 - b. The cost to tear out and replace any part of the building or other property as needed to gain access to the "fungus", wet or dry rot or bacteria; and
 - c. The cost of testing performed after removal, repair, replacement or restoration of the damaged property is completed, provided there is a reason to believe that "fungus", wet or dry rot or bacteria are present.
3. The coverage provided under this Limited Coverage is limited to \$15,000. Regardless of the number of claims, this limit is the most we will pay for the total of all loss or damage arising out of all occurrences which take place in a 12-month period (starting with the beginning of the present annual policy period). With respect to a particular occurrence of loss which results in "fungus", wet or dry rot or bacteria, we will not pay more than a total of \$15,000 even if the "fungus", wet or dry rot or bacteria continues to be present or active, or recurs, in a later policy period.
4. The coverage provided under this Limited Coverage does not increase the applicable Limit of Insurance on any Covered Property. If a particular occurrence results in loss or damage by "fungus", wet or dry rot or bacteria, and other loss or damage, we will not pay more, for the total of all loss or damage, than the applicable Limit of Insurance on the affected Covered Property.

Policy No.: NHT390381

Effective: 1/1/2015

If there is covered loss or damage to Covered Property, not caused by "fungus", wet or dry rot or bacteria, loss payment will not be limited by the terms of this Limited Coverage, except to the extent that "fungus", wet or dry rot or bacteria causes an increase in the loss. Any such increase in the loss will be subject to the terms of this Limited Coverage.

C. The following Definition is added:

- 1.** "Fungus" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.
- 2.** "Specified covered cause of loss" means the following: Fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse; volcanic action; falling objects; weight of snow, ice or sleet; water damage.
 - a.** Sinkhole collapse means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. This cause of loss does not include:
 - (1)** The cost of filling sinkholes; or
 - (2)** Sinking or collapse of land into man-made underground cavities.
 - b.** Falling objects does not include loss or damage to:
 - (1)** Personal property in the open; or
 - (2)** The interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object.
 - c.** Water damage means accidental discharge or leakage of water or steam as the direct result of the breaking apart or cracking of a plumbing, heating, air conditioning or other system or appliance (other than a sump system including its related equipment and parts), that is located on the described premises and contains water or steam.

This Endorsement Changes The Policy. Please Read It Carefully.

SUBLIMIT DEFINITION

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

Limits referred to as "sublimits" are part of, not in addition to, the Limit of Insurance applicable to the Covered Property as shown in the Declarations.

This Endorsement Changes The Policy. Please Read It Carefully.

EXCLUSION OF PATHOGENIC OR POISONOUS BIOLOGICAL OR CHEMICAL MATERIALS

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

The following exclusion is added:

We will not pay for loss or damage caused directly or indirectly by the discharge, dispersal, seepage, migration, release, escape or application of any pathogenic or poisonous biological or chemical materials. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

However, if both A. and B. below apply, we will pay up to a maximum of \$10,000 for any and all claims for such loss or damage arising out of events occurring within the term of this policy:

- A. The pathogenic or poisonous biological or chemical materials are normally kept at or brought onto your premises, with your consent, for use in your business operations at your premises; and
- B. The discharge, dispersal, seepage, migration, release, escape or application of the pathogenic or poisonous biological or chemical materials is accidental and is not the result of a willful or malicious act against any persons, organizations, or property of any nature.

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and
- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

This Endorsement Changes The Policy. Please Read It Carefully

In consideration of the premium charged, it is hereby agreed the Deductibles and Waiting Period for this policy are amended to read as follows:

From the amount of each claim for insured physical loss of or damage to Covered Property in any one occurrence, there shall be deducted the applicable amount shown below, and then the liability of the Company shall be only for the amount of such insured loss or damage in excess thereof, subject to the Limit, Sublimits or Annual Aggregate Limits of Liability in paragraph 7. LIMIT OF LIABILITY above.

- A. 3% of the total scheduled Physical Damage Limits at each location involved in a loss, for each and every loss to covered property, subject to a minimum of \$100,000 per occurrence, for each and every loss.
- B. \$25,000 Physical loss of or damage to SURVEILLANCE EQUIPMENT*; each and every loss;
- C. \$ per A Above as respects EARTHQUAKE*;
- D. \$ per A Above as respects FLOOD*;
- E. \$ per A Above as respects NAMED STORM*;
- F. 14 Days Waiting Period – Loss of Revenue each and every loss.

In the event that more than one deductible shown above or specified in any endorsement attached to this Policy shall apply to insured physical loss of or damage to Covered Property in any one OCCURRENCE*, only the largest shall be applied.

If LOSS OF REVENUE* Coverage is provided under this Policy, the Waiting Period stated in 8.F. above will always be applied in addition to any dollar deductible state for physical damage.

All other terms, conditions and warranties remaining unchanged.

This endorsement effective 01/01/2015
forms part of Policy Number NHT390381
issued to New York State Bridge Authority

Endorsement No.: 1
Date Processed : 03/26/2015

This Endorsement Changes The Policy. Please Read It Carefully

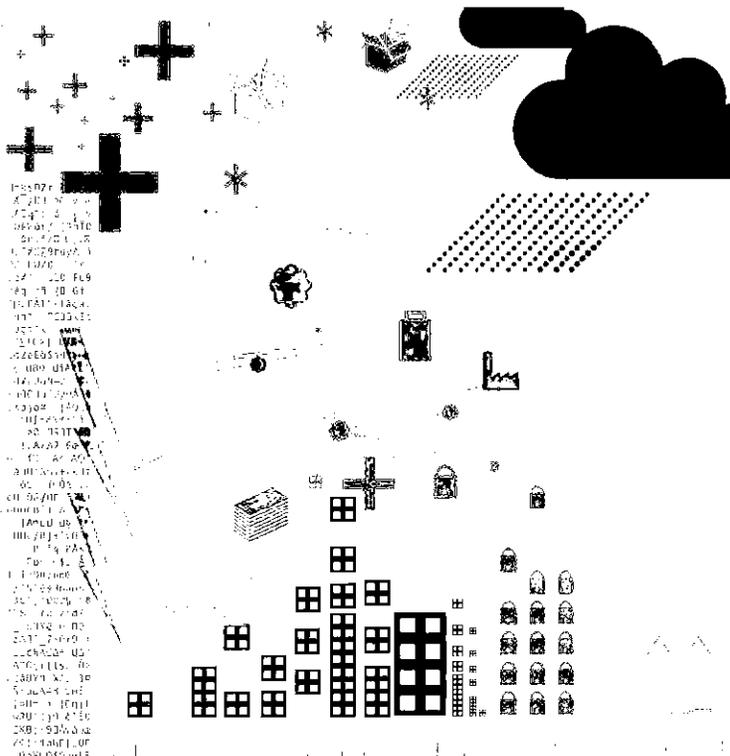
Additional Premium Excluding TRIA:	\$167,483.00
Additional TRIA Premium:	\$3,326.00
Total Additional Premium Due This Endorsement:	\$170,809.00

In consideration of the annual installment premium shown above, it is agreed the anniversary adjustment for the period of 1/1/2016 to 1/1/2017 is made as per Schedule on file with company received on 11/20/2015 based on Values of \$1,868,152,470.

All other terms, conditions and warranties remaining unchanged.

This endorsement effective 01/01/2016
forms part of Policy Number NHT390381
issued to New York State Bridge Authority

Endorsement No.: 2
Date Processed : 11/24/2015



**XL Group
Insurance**



Policy

New York State Bridge Authority
Policy Number: US00045061CA15A

NOTICE TO POLICYHOLDERS

FRAUD NOTICE

Arkansas	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
Colorado	It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.
District of Columbia	WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.
Florida	Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.
Kansas	A "fraudulent insurance act" means an act committed by any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto.
Kentucky	Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.
Louisiana	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
Maine	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines, or denial of insurance benefits.
Maryland	Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
New Jersey	Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.
New Mexico	ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.

NOTICE TO POLICYHOLDERS

<p>New York</p>	<p>General: All applications for commercial insurance, other than automobile insurance: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.</p> <p>All applications for automobile insurance and all claim forms: Any person who knowingly makes or knowingly assists, abets, solicits or conspires with another to make a false report of the theft, destruction, damage or conversion of any motor vehicle to a law enforcement agency, the department of motor vehicles or an insurance company, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the value of the subject motor vehicle or stated claim for each violation.</p> <p>Fire: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime.</p> <p>The proposed insured affirms that the foregoing information is true and agrees that these applications shall constitute a part of any policy issued whether attached or not and that any willful concealment or misrepresentation of a material fact or circumstances shall be grounds to rescind the insurance policy.</p>
<p>Ohio</p>	<p>Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.</p>
<p>Oklahoma</p>	<p>WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.</p>
<p>Pennsylvania</p>	<p>All Commercial Insurance, Except As Provided for Automobile Insurance: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.</p> <p>Automobile Insurance: Any person who knowingly and with intent to injure or defraud any insurer files an application or claim containing any false, incomplete or misleading information shall, upon conviction, be subject to imprisonment for up to seven years and the payment of a fine of up to \$15,000.</p>
<p>Puerto Rico</p>	<p>Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.</p>

NOTICE TO POLICYHOLDERS

Rhode Island	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
Tennessee	<p>All Commercial Insurance, Except As Provided for Workers' Compensation It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.</p> <p>Workers' Compensation: It is a crime to knowingly provide false, incomplete or misleading information to any party to a workers' compensation transaction for the purpose of committing fraud. Penalties include imprisonment, fines and denial of insurance benefits.</p>
Utah	Workers' Compensation: Any person who knowingly presents false or fraudulent underwriting information, files or causes to be filed a false or fraudulent claim for disability compensation or medical benefits, or submits a false or fraudulent report or billing for health care fees or other professional services is guilty of a crime and may be subject to fines and confinement in state prison.
Virginia	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.
Washington	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.
West Virginia	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
All Other States	Any person who knowingly and willfully presents false information in an application for insurance may be guilty of insurance fraud and subject to fines and confinement in prison. (In Oregon, the aforementioned actions may constitute a fraudulent insurance act which may be a crime and may subject the person to penalties).

NOTICE TO POLICYHOLDERS

PRIVACY POLICY

The XL America, Inc. insurance group (the “Companies”), believes personal information that we collect about our customers, potential customers, and proposed insureds (referred to collectively in this Privacy Policy as “customers”) must be treated with the highest degree of confidentiality. For this reason and in compliance with the Title V of the Gramm-Leach-Bliley Act (“GLBA”), we have developed a Privacy Policy that applies to all of our companies. For purposes of our Privacy Policy, the term “personal information” includes all information we obtain about a customer and maintain in a personally identifiable way. In order to assure the confidentiality of the personal information we collect and in order to comply with applicable laws, all individuals with access to personal information about our customers are required to follow this policy.

Our Privacy Promise

Your privacy and the confidentiality of your business records are important to us. Information and the analysis of information is essential to the business of insurance and critical to our ability to provide to you excellent, cost-effective service and products. We understand that gaining and keeping your trust depends upon the security and integrity of our records concerning you. Accordingly, we promise that:

1. We will follow strict standards of security and confidentiality to protect any information you share with us or information that we receive about you;
2. We will verify and exchange information regarding your credit and financial status only for the purposes of underwriting, policy administration, or risk management and only with reputable references and clearinghouse services;
3. We will not collect and use information about you and your business other than the minimum amount of information necessary to advise you about and deliver to you excellent service and products and to administer our business;
4. We will train our employees to handle information about you or your business in a secure and confidential manner and only permit employees authorized to use such information to have access to such information;
5. We will not disclose information about you or your business to any organization outside the XL insurance group of Companies or to third party service providers unless we disclose to you our intent to do so or we are required to do so by law;
6. We will not disclose medical information about you, your employees, or any claimants under any policy of insurance, unless you provide us with written authorization to do so, or unless the disclosure is for any specific business exception provided in the law;
7. We will attempt, with your help, to keep our records regarding you and your business complete and accurate, and will advise you how and where to access your account information (unless prohibited by law), and will advise you how to correct errors or make changes to that information; and
8. We will audit and assess our operations, personnel and third party service providers to assure that your privacy is respected.

Collection and Sources of Information

We collect from a customer or potential customer only the personal information that is necessary for (a) determining eligibility for the product or service sought by the customer, (b) administering the product or service obtained, and (c) advising the customer about our products and services. The information we collect generally comes from the following sources:

- Submission – During the submission process, you provide us with information about you and your business, such as your name, address, phone number, e-mail address, and other types of personal identification information;
- Quotes – We collect information to enable us to determine your eligibility for the particular insurance product and to determine the cost of such insurance to you. The information we collect will vary with the type of insurance you seek;
- Transactions – We will maintain records of all transactions with us, our affiliates, and our third party service providers, including your insurance coverage selections, premiums, billing and payment information, claims history, and other information related to your account;

NOTICE TO POLICYHOLDERS

- Claims – If you obtain insurance from us, we will maintain records related to any claims that may be made under your policies. The investigation of a claim necessarily involves collection of a broad range of information about many issues, some of which does not directly involve you. We will share with you any facts that we collect about your claim unless we are prohibited by law from doing so. The process of claim investigation, evaluation, and settlement also involves, however, the collection of advice, opinions, and comments from many people, including attorneys and experts, to aid the claim specialist in determining how best to handle your claim. In order to protect the legal and transactional confidentiality and privileges associated with such opinions, comments and advice, we will not disclose this information to you; and
- Credit and Financial Reports – We may receive information about you and your business regarding your credit. We use this information to verify information you provide during the submission and quote processes and to help underwrite and provide to you the most accurate and cost-effective insurance quote we can provide.

Retention and Correction of Personal Information

We retain personal information only as long as required by our business practices and applicable law. If we become aware that an item of personal information may be materially inaccurate, we will make reasonable effort to re-verify its accuracy and correct any error as appropriate.

Storage of Personal Information

We have in place safeguards to protect data and paper files containing personal information.

Sharing/Disclosing of Personal Information

We maintain procedures to assure that we do not share personal information with an unaffiliated third party for marketing purposes unless such sharing is permitted by law. Personal information may be disclosed to an unaffiliated third party for necessary servicing of the product or service or for other normal business transactions as permitted by law.

We do not disclose personal information to an unaffiliated third party for servicing purposes or joint marketing purposes unless a contract containing a confidentiality/non-disclosure provision has been signed by us and the third party. Unless a consumer consents, we do not disclose “consumer credit report” type information obtained from an application or a credit report regarding a customer who applies for a financial product to any unaffiliated third party for the purpose of serving as a factor in establishing a consumer’s eligibility for credit, insurance or employment. “Consumer credit report type information” means such things as net worth, credit worthiness, lifestyle information (piloting, skydiving, etc.) solvency, etc. We also do not disclose to any unaffiliated third party a policy or account number for use in marketing. We may share with our affiliated companies information that relates to our experience and transactions with the customer.

Policy for Personal Information Relating to Nonpublic Personal Health Information

We do not disclose nonpublic personal health information about a customer unless an authorization is obtained from the customer whose nonpublic personal information is sought to be disclosed. However, an authorization shall not be prohibited, restricted or required for the disclosure of certain insurance functions, including, but not limited to, claims administration, claims adjustment and management, detection, investigation or reporting of actual or potential fraud, misrepresentation or criminal activity, underwriting, policy placement or issuance, loss control and/or auditing.

Access to Your Information

Our employees, employees of our affiliated companies, and third party service providers will have access to information we collect about you and your business as is necessary to effect transactions with you. We may also disclose information about you to the following categories of person or entities:

- Your independent insurance agent or broker;

NOTICE TO POLICYHOLDERS

- An independent claim adjuster or investigator, or an attorney or expert involved in the claim;
- Persons or organizations that conduct scientific studies, including actuaries and accountants;
- An insurance support organization;
- Another insurer if to prevent fraud or to properly underwrite a risk;
- A state insurance department or other governmental agency, if required by federal, state or local laws; or
- Any persons entitled to receive information as ordered by a summons, court order, search warrant, or subpoena.

Violation of the Privacy Policy

Any person violating the Privacy Policy will be subject to discipline, up to and including termination.

For more information or to address questions regarding this privacy statement, please contact your broker.

NOTICE TO POLICYHOLDERS

Dear Policyholder:

On the declaration page of your insurance policy you will find important information about your insurance coverage, including the policy premium. XL believes that it is important for policyholders to know that the insurance premium you pay for this policy includes not only the cost for the insurance provided by XL but it may also include the compensation we may pay to the insurance producer who has arranged for the placement of your insurance with XL.

We at XL are committed to full transparency concerning the amount of premium allocated to insurance producer compensation. In the event that you have a question about the amount of compensation paid to the insurance producer for your insurance policy, we encourage you to contact your insurance producer.

Thank you for insuring with XL.

NOTICE TO POLICYHOLDERS

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC")

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Policyholder Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC and possibly the U.S. Department of State. **Please read this Policyholder Notice carefully.**

OFAC administers and enforces sanctions policy based on Presidential declarations of "national emergency". OFAC has identified and listed numerous

- Foreign agents
- Front organizations
- Terrorists
- Terrorist organizations
- Narcotics traffickers

as *Specially Designated Nationals and Blocked Persons*. This list can be found on the U.S. Department of the Treasury's web site - <http://www.treas.gov/ofac>.

The Secretary of the Treasury also has identified a number of entities in the insurance, petroleum, and petrochemicals industries determined to be owned or controlled by the Iranian government. Business transactions with any of these entities are expressly prohibited. These entities have been added to OFAC's list of *Financial Institutions Determined To Be Owned or Controlled by the Government of Iran*. This list can be found on the U.S. Department of the Treasury's web site - <http://www.treasury.gov/resource-center/sanctions/Programs/Pages/iran.aspx>, see List of CISADA and NDAA Prohibitions or Conditions

In accordance with OFAC regulations, or any applicable regulation promulgated by the U.S. Department of State, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance will be immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, neither payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

NOTICE TO POLICYHOLDERS

PROPERTY CLAIMS LOSS NOTIFICATION

XL Group has built a reputation for resolving property claims efficiently and fairly. To deliver our world-class service and respond to our clients business needs in a timely manner, our claims specialists are accessible 24/7.

To expedite your loss notification – and allow us to immediately begin addressing your claim – please contact our property claims staff at the phone numbers and email address below.

For immediate service in the event of a loss, call:

Your personal claims contact:

Al Fafara
Property Claims Manager
XL Group
One World Financial Center, 21st Floor
200 Liberty Street
New York, NY 10281
(212) 915-6348 Office
(917) 691-2689 Cell
Al.Fafara@xlgroup.com

Or call:

Toll Free Phone: (800) 688-1840 (after business hours)

For a centralized loss notification use our toll free fax at (866) 740-6067 or email naprocasclaimnewnotices@xlgroup.com.

We hope you never have to use these numbers. In the event you do, however, you can expect XL Group's exceptional claims specialists to be ready for your call.



XL Group
Insurance
Reinsurance

Regulatory Office
505 Eagleview Blvd.,
Ste. 100
Dept. Regulatory
Exton, PA 19341-0636

(800) 688-1840

COMPANY PROVIDING COVERAGE:

XL Insurance America, Inc.

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK STATE INSURANCE DEPARTMENT. HOWEVER, SUCH FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

**FOLLOW FORM INSURANCE POLICY
DECLARATIONS AND COVERAGE TERMS**

Policy Number: US00045061CA15A
Renewal of:

Item 1. Named Insured and Producing Agent

New York State Bridge Authority
PO Box 1010, State Routes 44/45
Highland, NY 12528

Risk Strategies Company
115 Broadway, Suite 402
New York, NY 10006

Item 2. Policy Period

From: January 1, 2015 To: January 1, 2017
12:01 A.M. standard time at the mailing address of the Named Insured shown above.

Item 3. Type of Coverage In consideration of the payment of premium, this insurance as described in policy # IM 9806442-01 issued by Zurich American Insurance Company, hereafter referred to as the **Lead Policy**, which is attached hereto and incorporated by reference herein, is provided by the insurance **Company** shown above, hereafter referred to as the **Company**. The insurance provided by this policy is subject to the same warranties, terms, conditions and exclusions as are contained in the **Lead Policy** unless superseded herein or by the Endorsement(s) listed in Item 5. and/or attached hereto.

Item 4. Premium

Policy Premium:	\$246,190
Premium for Certified Acts of Terrorism Coverage:	\$ 4,884
Total Premium:	\$251,074

Item 5. Forms and Endorsement applying to this Coverage part and made part of this policy at time of issue:

Endorsement Number	Endorsement Form Number	Endorsement Title
XL-1	KGP 900 0115	Terrorism Endorsement

Item 6. Signed Line The **Company** participates with other insurers in one or more layers to the extent of the **Company's** proportionate share of insurance as described below. Each of the insurance companies participating agrees to insure only for their respective percentage share of the designated layer(s) of the recoverable insured loss. The amount recoverable is determined and measured according to the terms and conditions of the **Lead Policy** and any Endorsements as may be attached hereto. The maximum amount that the **Company** shall pay is limited to the following participation of each successive layer shown below:

Layer Excess of Deductibles	Layer Limit per Occurrence	Company's % Participation and \$ Share
Primary	\$ 380,000,000 excess of deductibles	15% \$ 57,000,000

Item 7. Conditions The **Company's** obligations under this policy are several and not joint and are limited solely to the extent of the **Company's** proportionate share described in Item 6. The liability of the **Company** shall in no way be increased or expanded for the proportionate share of any other insurer who for any reason (including, but not limited to, receivership, insolvency, or other inability to pay) does not satisfy all or part of its obligations.

Item 8. Changes The terms of this policy shall not be waived or changed except by endorsement issued to form a part hereof, signed by a duly authorized representative of the **Company**; nor shall notice to any agent, or knowledge possessed by any agent or by any person be held to effect a waiver or change any part of this policy.

Item 9. Claims Notification The Named Insured upon knowledge of any accident, occurrence or loss likely to give rise to a claim hereunder, shall give immediate written notice thereof to:

Address: Al Fafara
Property Claims Manager
XL Group
One World Financial Center, 21st Floor
200 Liberty Street
New York, NY 10281
(212)-915-6348 Office
(917)-691-2689 Cell
Al.Fafara@XLgroup.com

The Named Insured or its designee will be contacted by an authorized representative of the **Company's** Claims Department. This representative will confirm receipt of the loss notice directly to the Named Insured or its designee, provide a **Company** claim number for all future correspondence, refer to an adjuster if necessary, and discuss further handling of the claim.

Item 10. Cancellation This policy follows the Cancellation Provisions as are contained in the **Lead Policy**.

Item 11. Agreement By acceptance of this policy, the Named Insured agrees that the statements herein, the **Lead Policy** and the approved Endorsements attached hereto embody all the agreements existing between the Named Insured and the **Company** or any of its agents relating to this insurance.

IN WITNESS

XL INSURANCE AMERICA, INC.

REGULATORY OFFICE
505 EAGLEVIEW BOULEVARD, SUITE 100
DEPARTMENT: REGULATORY
EXTON, PA 19341-1120
PHONE: 800-688-1840

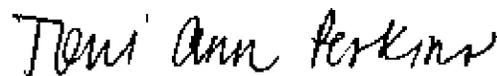
It is hereby agreed and understood that the following In Witness Clause supercedes any and all other In Witness clauses in this policy.

All other provisions remain unchanged.

IN WITNESS WHEREOF, the Company has caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by a duly authorized representative of the Company.



Joseph Tocco
President



Toni Ann Perkins
Secretary

ENDORSEMENT # XL-1

This endorsement, effective 12:01 a.m., January 1, 2015 forms a part of Policy No. US00045061CA15A issued to New York State Bridge Authority by XL Insurance America, Inc..

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CERTIFIED ACT(S) OF TERRORISM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BRIDGE PROPERTY DAMAGE AND LOSS OF REVENUE FORM INSURANCE POLICY

In consideration of an additional premium detailed below, with respect to insured locations in the United States, its territories and possessions and Puerto Rico, this policy is extended to insure Certified Act(s) of Terrorism. All other terms, conditions and exclusions of this policy including applicable limits and deductibles remain unchanged and apply in full force and effect to the coverage provided by this policy.

Notwithstanding anything to the contrary in this policy or any of its endorsements, there is no coverage provided for any costs or expenses associated with coverage provisions for sue and labor or protection and preservation of property, including but not limited to costs or expenses incurred for actions to defend, safeguard, preserve, protect or recover any covered property against actual, imminent or suspected terrorism.

Any loss or damage and resulting business interruption for which the Company is not responsible under the terms of the Terrorism Risk Insurance Act (all hereinafter, "TRIA"), are not insured under any circumstance by this coverage extension regardless whether caused by or resulting from an insured peril.

Disclosure of U.S. Government Participation in Payment of Terrorism Loss

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program under a formula established by Federal Law. Under the formula, The United States Government generally reimburses 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019 and 80% beginning on January 1, 2020, of covered Terrorism losses exceeding the statutorily-established deductible paid by the Insurance Company providing the coverage. However, if aggregate insured losses attributable to terrorist acts certified under TRIA exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

Disclosure of Cap on U.S. Government and Company Participation in Payment of Terrorism Losses

TRIA contains a \$100 billion cap that limits U.S. Government reimbursement. If aggregate insured losses attributable to terrorist acts certified under TRIA exceed \$100 billion in a calendar year and the Company has met its deductible under TRIA, the Company shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

Disclosure of Premium for Certified Act(s) of Terrorism Coverage

The premium charged for Certified Act(s) of Terrorism is \$4,884 and does not include any charges for the portion of loss covered by the United States Government as set forth in the federal Terrorism Risk Insurance Program (hereinafter the "Program") established by TRIA.

Definitions

Wherever used in this policy or its endorsements a Certified Act of Terrorism means any act that is certified by the Secretary of the Treasury in accordance with the provisions of the federal Terrorism Risk Insurance Act to be an act of terrorism pursuant to TRIA.

Termination

In the event the Program established by TRIA terminates prior to the expiration of this policy, coverage provided under this endorsement for "Certified Act(s) of Terrorism" shall cease simultaneously.

All other terms, conditions, limitations and exclusions of this policy remain unchanged.

Disclosure Statement



It is our pleasure to present the enclosed policy to you
for presentation to your customer.

INSTRUCTION TO AGENT OR BROKER:

WE REQUIRE THAT YOU TRANSMIT THE ATTACHED/ENCLOSED DISCLOSURE STATEMENT TO THE CUSTOMER
WITH THE POLICY.

Once again, thank you for your interest, and we look forward to meeting your needs and those of your customers.

Disclosure Statement



NOTICE OF DISCLOSURE FOR AGENT & BROKER COMPENSATION

If you want to learn more about the compensation Zurich pays agents and brokers visit:

<http://www.zurichproducercompensation.com>

or call the following toll-free number: (866) 903-1192.

This Notice is provided on behalf of Zurich American Insurance Company
and its underwriting subsidiaries.

INLAND MARINE POLICY

NO. IM 9806442-01

STOCK COMPANY

ZURICH AMERICAN INSURANCE COMPANY
SCHAUMBURG, ILLINOIS 60196



Insured's Name and Address: (No., Street, Town, County, State)

New York State Bridge Authority
P.O. Box 1010, State Routes 44/55
Highland, NY 12528

Policy Period: (mo. Day Yr)

From January 1, 2015 To January 1, 2017 at [X]12:01 A.M. / [] noon, Standard Time.

To the extent that coverage in this policy replaces coverage in other policies terminating noon standard time on the inception date of this policy, coverage under this policy shall not become effective until such other coverage has terminated.

\$1,087,991
P/O

\$247,000,000
P/O

\$1,673,832

PREMIUM

As Charged

RATE

\$380,000,000

AMOUNT

In consideration of the stipulations herein named and of the premium above specified the Company does insure the Insured named above, hereinafter called the Insured, whose address is shown above, from the inception date and time shown above, to the expiration date and time shown above, at place of issuance, to an amount not exceeding the amount(s) above specified, on the following described property:

Property covered as described in Zurich Operational Civil Works Policy Declarations

forms and endorsements made part of this policy at time of issue:

Zurich Operational Civil Works Policy Forms and Various Endorsements

This policy made and accepted subject to the foregoing provisions and stipulations and those hereinafter stated, which are hereby made a part of this policy, together with such other provisions, stipulations and agreements as may be added hereto, as provided in this policy.

Agency at

Agent

Countersigned:

OKP 2175(0)-X-G 1

(4-83)



ZURICH

Important Notice – In Witness Clause

In return for the payment of premium, and subject to the terms of this policy, coverage is provided as stated in this policy.

IN WITNESS WHEREOF, this Company has executed and attested these presents and, where required by law, has caused this policy to be countersigned by its duly Authorized Representative(s).

Nancy D. Muelles

President

Debra J. Koenig

Corporate Secretary

QUESTIONS ABOUT YOUR INSURANCE? Your agent or broker is best equipped to provide information about your insurance. Should you require additional information or assistance in resolving a complaint, call or write to the following (please have your policy or claim number ready):

Zurich in North America
Customer Inquiry Center
1400 American Lane
Schaumburg, Illinois 60196-1056
1-800-382-2150 (Business Hours: 8am - 4pm [CT])
Email: info.source@zurichna.com



ZURICH

Schedule of Forms and Endorsements

Policy Number	IM 9806442-01	Effective Date	January 1, 2015
Named Insured	New York State Bridge Authority		12:01 A.M. Standard Time
Producer Name	AmWINS Brokerage of the Mid-Atlantic, LLC	Producer No.	27-841-000

Form Number	Edition Date	Form Title
OK 2175(0)-X-G 2	04-83	Declarations Page
U-GU-319-F	01-09	In Witness Clause
ZBR 001-SCH	09-07	Schedule of Forms and Endorsements
CWP 001-DEC	04-11	Zurich Operational Civil Works Policy Declarations
CWP 001-COV	04-11	Zurich Operational Civil Works Policy (Coverage & Exclusions)
N/A	N/A	Endorsement 1: General Purpose Endorsement – Multiyear Premium Payment Schedule
CWP 001-SCH	N/A	Endorsement 2: Schedule of Locations & Values Insured
N/A	N/A	Endorsement 3: Debris Removal Endorsement
N/A	N/A	Endorsement 4: Amendatory Endorsement – Marginal Clause
N/A	N/A	Endorsement 5: Multi-Year Policy Term
N/A	N/A	Endorsement 6: Professional Fees
N/A	N/A	Endorsement 7: Service Interruption
N/A	N/A	Endorsement 8: Subscription Policy Provisions
CWP 104	06-11	Endorsement 9: Expediting Expense Coverage Extension
U-GU-692-C	06-13	Disclosure of Premium (Relating To Disposition of TRIA)
U-GU-1041-A	12-07	Notification of Important Changes Relating To TRIA



Zurich Operational Civil Works Policy

Declarations

Read the entire Policy carefully to determine rights, duties and what is and is not covered.

Various words and phrases that appear in capitalized bold face type followed by an asterisk (*) have special meaning found in Section III – General Policy Definitions of the Zurich Operational Civil Works Property Damage & Loss Of Revenue Policy. Whenever "**NCP**" is shown it denotes no coverage has been purchased and no coverage is provided. Whenever "**NA**" is shown it denotes "Not Applicable" to that coverage, deductible, sublimit of liability, or other policy provision.

1. **POLICY NUMBER** **IM 9806442-01**
2. **INSURING COMPANY** **Zurich American Insurance Company (Hereinafter referred to as the "Company")**
3. **NAMED INSURED(S)**

**New York State Bridge Authority
P.O. Box 1010
State Routes 44/55
Highland, NY 12528**

including any subsidiary company or affiliated company, limited liability or entity (including subsidiaries thereof) where the Named Insured has greater than fifty percent ownership, control, or beneficial interest.

4. **ADDITIONAL INSURED(S)**

Shall include any entity where to whom the Named Insured is obligated by written contract or agreement to provide insurance or as those shown on ACORD Certificate of Insurance (or equivalent) issued by **AmWINS Brokerage of the Mid-Atlantic, LLC**, copies of which will be forwarded, if requested, to the Company.

The first Named Insured shown in 3. above shall be deemed the sole and irrevocable agent of each and every Insured hereunder for the purpose of giving and receiving notices to/from the Company, giving instruction to or agreeing with the Company as respects Policy alteration, for making or receiving payments of premium or adjustments to premium, and as respects the payment for claims.

5. **POLICY TERM**

Coverage hereunder shall attach for a term beginning on **January 1, 2015** and ending on **January 1, 2017** both at 12:01 a.m. standard time at the location of the property described herein.

6. **PARTICIPATION**

The Company shall not be liable for more than **65%** interest of the Policy Limit(s), Sublimit(s) of Liability and/or Annual Aggregate Limit(s) stated in this Policy.

7. **LIMIT OF LIABILITY**

A. Policy Limit of Liability

This Policy shall pay no more than **\$380,000,000** for any one **OCURRENCE***, subject to the following Sublimits of Liability and Annual Aggregate Limits of Liability. In no event shall this Policy's liability exceed the Limit of Liability above or the scheduled values as stated on Endorsement 2 – Schedule of Locations & Values Insured, whichever is less, in any one **OCURRENCE***.

B. Sublimits of Liability

The Policy shall pay no more than the following Sublimit(s) of Liability in any one **OCURRENCE***.

NOTE: Coverage shall only apply for individual sublimits when a dollar amount is entered below. In no event shall these Sublimits of Liability increase the Policy Limit of Liability.

(1)	\$	<u>380,000,000</u> <u>80,000,000</u>	Physical Damage Coverage to the Covered Property; except as noted in 1b for the walk way over the Hudson
(2)	\$	<u>110,000,000</u>	Loss of Revenue;
(3)	\$	<u>250,000</u>	Accounts Receivable;
(4)	\$	<u>25,000,000</u>	Interruption by Civil or Military Authority;
(5)	\$	<u>1,000,000</u>	Expediting Expense (by endorsement)
(6)	\$	<u>1,000,000</u>	Extra Expense
(7)	\$	<u>25%</u>	Of the direct physical loss, Debris Removal per Occurrence, subject to \$250,000 Pollution/Contaminant – per Occurrence Annual Aggregate
(8)	\$	<u>100,000</u>	Fire Department Service Charges;
(9)	\$	<u>10,000,000</u>	Ingress and Egress;
(10)	\$	<u>100,000</u>	Loss Adjustment Expense;
(11)	\$	<u>1,000,000</u>	Newly Acquired Locations;
(12)	\$	<u>25,000,000</u>	Ordinance or Law / Demolition or Increased Cost of Construction;
(13)	\$	<u>1,000,000</u>	Transit - any one conveyance;
(14)	\$	<u>500,000</u>	Valuable Papers and Records
(15)	\$	<u>380,000,000</u>	Terrorism
(16)	\$	<u>5,000,000</u>	Service Interruption; any one occurrence

C. Annual Aggregate Limits of Liability

The maximum amount the Company will pay for loss or damage in any one **OCURRENCE***, and/or in the aggregate annually for loss or damage from all **OCURRENCE***, shall not exceed the following amounts:

- (1) \$ 100,000,000 by the peril of **EARTHQUAKE***;
- (2) \$ 100,000,000 by the peril of **FLOOD***;

8. DEDUCTIBLES AND WAITING PERIOD(S)

From the amount of each claim for insured physical loss of or damage to Covered Property in any one **OCURRENCE***, there shall be deducted the applicable amount shown below, and then the liability of the Company shall be only for the amount of such insured loss or damage in excess thereof, subject to the Limit, Sublimits or Annual Aggregate Limits of Liability as stated in paragraph 7. **LIMIT OF LIABILITY** above.

- A. \$ 3% Of the total scheduled Physical Damage Limits at each location involved in a loss, for each and every loss to covered property, subject to a minimum of \$100,000 per occurrence for each and every loss.
- B. \$ 25,000 Physical loss of or damage to **SURVEILLANCE EQUIPMENT***; each and every loss;
- C. \$ per A above As respects **EARTHQUAKE***;
- D. \$ per A above As respects **FLOOD***
- E. \$ per A above As respects **NAMED STORM***
- F. 14 Days Waiting Period - Loss of Revenue – each and every loss

In the event that more than one deductible shown above or specified in any endorsement attached to this Policy shall apply to insured physical loss of or damage to Covered Property in any one **OCURRENCE***, only the largest shall be applied.

If **LOSS OF REVENUE*** Coverage is provided under this Policy, the Waiting Period stated in 8.F. above will always be

applied in addition to any dollar deductible stated for physical damage.

9. DEPOSIT PREMIUM

The Deposit Premium for this Policy is **\$1,087,991 (Zurich's share)** and shall be subject to a minimum and earned premium for the Policy Term of **\$waived**.

The rates used for the purpose of calculating the Deposit Premium are:

Exposure	Original Policy Term	Annual Rate	Deposit Premium 100%	Deposit Premium 65% Zurich
Property Damage	2 Year(s)	.04316/ \$100	\$1,485,364	\$965,487
Loss of Revenue	2 Year(s)	.07086/ \$100	\$155,906	\$101,339
Policy Premium excluding Terrorism:			\$1,641,269	\$1,066,826
Terrorism Coverage	2 Year(s)	.0009/ \$100	\$32,563	\$21,166
Total Policy Premium:			\$1,673,832	\$1,087,991
State Assessments & Surcharges			Not applicable	Not applicable

10. TERRITORY

This policy covers the 50 states comprising the United States of America and the District of Columbia.

11. DESCRIPTION AND LOCATION OF COVERED PROPERTY:

State Bridges as declared in ENDORSEMENT 2 – SCHEDULE OF LOCATIONS AND VALUES INSURED.

END OF DECLARATIONS



Zurich Operational Civil Works Policy

Read the entire Policy carefully to determine rights, duties and what is and is not covered.

Various words and phrases appear in capitalized bold face type followed by an asterisk (*) have special meaning found in Section III – General Policy Definitions.

SECTION I – COVERAGE AND EXCLUSIONS

1. **INSURING AGREEMENT**

This Policy, subject to the terms, conditions, coverage and exclusions stated herein or endorsed hereto, insures against risks of direct physical loss or damage to Covered Property and any resulting **LOSS OF REVENUE*** as set forth in A. and B. below or as otherwise afforded within this Policy.

A. Covered Property

- (1) The interest of the Named Insured in all Covered Property (including improvements and betterments) owned, used, or intended for use by the Named Insured, or hereafter constructed, erected, installed, or acquired including while in course of construction, erection, installation, and assembly.

In the event of loss or damage, the Company agrees to accept and consider the Named Insured as sole and unconditional owner of improvements and betterments for the purposes of payment under the Policy.

- (2) The interest of the Named Insured in the Covered Property of others in the Named Insured's care, custody, or control and the Named Insured's liability imposed by law or assumed by written contract for such property.

B. LOSS OF REVENUE*

- (1) **LOSS OF REVENUE*** resulting from necessary interruption of business conducted by the Named Insured and caused by loss, damage, or destruction by a covered cause of loss, unless specifically excluded under the Policy, during the term of this policy to Covered Property as described in I. A. above.

- (2) If such **LOSS OF REVENUE*** occurs during the term of this Policy, it shall be adjusted on the basis of actual loss sustained by the Named Insured, only to the extent that such charges and expenses must necessarily continue during the interruption of business and only to the extent to which such charges and expenses would have been earned had no loss occurred.

- (3) Resumption of Operations: If the Named Insured could reduce the amount of **LOSS OF REVENUE*** resulting from the interruption of business:

- a. by a complete or partial resumption of operations of the Covered Property, whether damaged or not; or
- b. by making use of other property;

such reduction shall be taken into account in arriving at the amount of loss hereunder.

- (4) **Experience of the Business:**

- a. In determining the amount of **LOSS OF REVENUE*** covered hereunder for the purposes of ascertaining the amount of loss sustained, due consideration shall be given to the experience of the business before the date of damage or destruction and to the probable experience thereafter had no loss occurred.
- b. With respect to alterations, additions, and property while in the course of construction, erection, installation, or assembly, due consideration shall be given to the available experience of the business after completion of the construction, erection, installation, or assembly.

C. Provisions Applicable to LOSS OF REVENUE*:

- (1)** No liability shall exist unless the **LOSS OF REVENUE*** exceeds the respective Waiting Period shown in the Declarations and then liability shall be only for such part of the **LOSS OF REVENUE*** that is in excess of that period.
- (2)** Application of the Waiting Period(s):
 - a. In the event that more than one covered cause of loss with different Waiting Periods contribute to the overall **LOSS OF REVENUE***, the longest Waiting Period shall apply.
 - b. The Waiting Periods stated in the Declarations are in addition to the applicable Property Damage deductible amounts.
- (3)** Period of Recovery: The length of time for which loss may be claimed:
 - a. shall not exceed such length of time as would be required with the exercise of due diligence and dispatch to rebuild, repair, or replace such part of the property as has been destroyed or damaged. In no case shall the period of recovery exceed 24 months;
 - b. with respect to alterations, additions, and property while in the course of construction, erection, installation, or assembly shall be determined as provided in (a) above but such determined length of time shall be applied to the experience of the business after the business has reached its planned level of business operation
 - c. shall commence with the date of such loss or damage and shall not be limited by the date of expiration of this policy.

“Period of Recovery” includes any increased period required to repair or reconstruct the property to comply with the minimum standards of any ordinance or law, in force at the time of loss, that regulates the construction or repair, or requires the tearing down of any property.

2. PROPERTY EXCLUDED:

- A.** Aircraft, spacecraft, satellite, mining equipment, rolling stock, any vehicle licensed for highway use, and watercraft;
- B.** Animals;
- C.** Cost of excavations, grading, backfilling or filling, except in connection with repairs to building(s), structure(s), or improvements to land including land fill destroyed or damaged by a covered cause of loss;
- D.** Electrical, gas, steam, water, telephone and other transmission lines and related plants, substations and equipment located beyond one thousand (1,000) feet from the Covered Property;
- E.** Furs, jewelry, jewels, pearls, precious or semi-precious stones, gold, silver and platinum or other precious alloys;
- F.** Land; water; growing crops; lawns; outdoor trees, shrubs and plants; standing timber; coal; mines, including property contained therein;
- G.** Named Insured's interest in property of which the Named Insured is a joint owner with other parties (known as Joint Venture Property) unless declared as such in the Schedule of Values;
- H.** Masonry, earthen, wooden and concrete dams unless included in the Schedule of Locations & Values Insured;
- I.** Bills, currency, stamps, evidence of debt, checks, money, securities, models, renderings, or other property of a similar nature;
- J.** Offshore rigs and platforms and personal property located thereof;
- K.** Property sold by the Named Insured under conditional sale, trust agreement, installment payment or other deferred payment plan, after delivery to customers;

- L. (1) shipments by mail or parcel post;
- (2) shipments to and from Alaska or Hawaii;
- (3) export shipments after loading on board an overseas vessel or after ocean marine insurance attaches, whichever occurs first, and import shipments until they have been discharged from the overseas vessel or until the ocean marine insurance terminates, whichever occurs last, all subject to this policy's territory;
- M. Underground wells, piping, mains, sewers and drains, including personal property therein; unless included in the Schedule of Values.
- N. Property in Transit; except if specifically endorsed onto the policy.

3. **EXCLUSIONS:**

This Policy does not insure loss, damage or expense caused directly or indirectly and/or contributed to, in whole or in part, by any of the following excluded perils except as specifically stated below:

- A. Actual, alleged or threatened release, discharge, escape or dispersal of **CONTAMINANTS OR POLLUTANTS***, all whether direct or indirect, proximate or remote or in whole or in part caused by, contributed to or aggravated by any physical loss or damage insured by this Policy;

Nevertheless, if fire is not excluded from this Policy and a fire arises directly or indirectly from actual release, discharge, escape or dispersal of **CONTAMINANTS OR POLLUTANTS***, any loss or damage Insured under this Policy arising directly from that fire is insured, subject to the provisions of this Policy;

This exclusion shall not apply when loss or damage is directly caused by fire, lightning, aircraft impact, explosion, riot, civil commotion, smoke, vehicle impact, windstorm, hail, vandalism or malicious mischief, leakage or accidental discharge from automatic fire protection systems, but only to the extent that the foregoing are not otherwise excluded;

- B. Asbestos, including;
 - (1) Asbestos material removal;
 - (2) Demolition or increased cost of reconstruction, repair, debris removal or loss of use necessitated by the enforcement of any law or ordinance regulating asbestos material;
 - (3) Any governmental order or direction declaring that asbestos material which is present in or part of or utilized on any portion of the Covered Property must be removed or modified;

- C. War and Military Action, including:
 - (1) Hostile or warlike action in time of peace or war, including action in hindering, combating, or defending against an actual, impending, or expected attack by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval, air forces, or military, naval, or air forces, or an agent of any such government, power, authority, or forces, it being understood that any discharge, explosion, or use of any weapon of war employing nuclear fission or fusion shall be conclusively presumed to be such a hostile or warlike action by such a government, power, authority, or forces;
 - (2) Insurrection, rebellion, revolution, civil war, usurped power or action taken by governmental authority in hindering, combating, or defending against such **OCCURRENCE***;
 - (3) Seizure or destruction of property by order of governmental authority. However, if fire is covered by this Policy, the Company will pay for acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread;

- D. Nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, or due to any act or condition incident to any of the foregoing, whether such loss be caused by, contributed to or aggravated by any of the covered causes of loss; however, subject to the foregoing and all other provisions of this policy, direct loss by fire resulting from nuclear reaction or nuclear radiation or radioactive contamination is insured against;

- E. Fraudulent or dishonest act or acts intended to result in the financial gain of any Named Insured or of any associate, partner, director, trustee, officer, agent or employee or any Named Insured. This exclusion does not apply to acts of destruction to Covered Property by the Named Insured's employee.
- F. Unexplained or mysterious disappearance, shortage or other loss discovered upon taking inventory;
- G. Loss or damage, costs, expenses, fines or penalties incurred or sustained by or imposed on any Named Insured at the order of any government agency, court or other authority arising from any cause whatsoever;
- H. Corrosion, decay, deterioration, erosion, evaporation, inherent vice, latent defect, leakage, loss of weight, marring or scratching, rust, shrinkage, wear and tear, wet or dry rot or any quality in property which causes it to damage or destroy itself;
- I. Dampness or dryness of the atmosphere; extremes or changes in temperature;
- J. Insects, birds, rodents or other animals;
- K. Normal subsidence, settling, cracking, heaving, expansion or contraction of walls, floors, ceilings, roofs, foundations, patios, walkways, driveways or paving;
- L. Consequential loss or damage of any kind or description including loss of use, loss of market or delay, unless specifically insured elsewhere in this policy;
- M. Error, omission or deficiency in design, plans, workmanship, specifications or materials unless fire or explosion ensues and then only for the loss, damage or expenses resulting from such fire or explosion;
- N. Interruption of incoming electricity, fuel, water, gas, steam, refrigerant or other services, unless specifically insured elsewhere in this policy;
- O. Electrical breakdown of any electrical machinery or apparatus while said equipment is undergoing an insulation breakdown test or is being dried out, unless direct physical damage not otherwise excluded by this policy results to Covered Property, in which event, this policy shall cover only such resulting damage;
- P. As respects to **LOSS OF REVENUE*** coverage, the Company shall not be liable for:
 - (1) any physical loss or damage to property not insured by this Policy;
 - (2) any increase of loss which may be occasioned by the suspension, non-completion, lapse, or cancellation of any lease, license, contract, or purchase order;
 - (3) any increase of loss due to interference at the Named Insured's property by strikers or other persons with rebuilding, repairing, or replacing the property damaged or destroyed, or with the resumption or continuation of business, or with the re-occupancy of the property;
 - (4) any loss occurring to property in transit off premises;
 - (5) non availability of funds, other than insurance reimbursement, for the repair or replacement of lost or damaged covered property;
 - (6) the failure of the Named Insured to use diligence and dispatch in restoring the damage property to the condition existing prior to the physical loss or damage.

Exclusions K through N shall apply unless a direct physical loss or damage by a covered cause of loss ensues and then, only to the extent otherwise covered by this policy, any direct physical loss or damage directly resulting from such peril is covered.

4. **COVERAGE EXTENSIONS**

In no event shall these Sublimits of Liability increase the Policy Limit or Annual Aggregate Limits of liability.

A. **ACCOUNTS RECEIVABLE**

If a sublimit is shown in the Declarations, the Company will pay for the actual loss sustained to the Insured's **ACCOUNTS RECEIVABLE RECORDS*** that results from direct physical loss or damage to Covered Property caused by a covered cause of loss as respects the following:

- (1) All sums due the Named Insured from customers, provided the Named Insured is unable to collect these sums as a result of direct physical loss or damage to **ACCOUNTS RECEIVABLE RECORDS***;
- (2) Interest charges on any loan obtained by the Named Insured to offset impaired collections resulting from direct physical loss of or damage to **ACCOUNTS RECEIVABLE RECORDS*** but only for such period of time reasonable and necessary for the Named Insured to resume normal collections;
- (3) Necessary collection expense in excess of normal collection cost due to direct physical loss of or damage to **ACCOUNTS RECEIVABLE RECORDS***; and
- (4) Other expenses, when reasonably incurred by the Named Insured in re-establishing **ACCOUNTS RECEIVABLE RECORDS*** following direct physical loss of or damage to **ACCOUNTS RECEIVABLE RECORDS***.

When there is proof that direct physical loss of **ACCOUNTS RECEIVABLE RECORDS*** has occurred and the Named Insured cannot accurately establish the total amount of accounts receivable outstanding as of the date of loss, the amount payable shall be computed as follows:

- (1) The monthly average of accounts receivable during the last available twelve (12) months; the reasonable and necessary collection expenses in excess of normal collection costs due to direct physical loss of or damage to accounts receivable records; and the reasonable and necessary expenses incurred in reestablishing accounts receivable records following direct physical loss or damage, shall be adjusted in accordance with the percentage increase or decrease in the twelve (12) months average of monthly gross revenues which may have occurred in the interim.
- (2) The monthly amount of accounts receivable as established in (1) above shall be further adjusted in accordance with any demonstrable variance from the average for the particular month in which the loss occurred. Consideration will also be given to the normal fluctuations in the amount of accounts receivable within the fiscal month involved.

The Company shall deduct from the total amounts of account receivable, the amount of accounts evidenced by records not lost or damaged, or otherwise established or collected by the Named Insured, and an amount to allow for probable bad debts which the Named Insured normally would have been unable to collect and for the normal collection costs incurred due to accounts receivable.

This Coverage does not insure against shortage resulting from:

- (1) Bookkeeping, accounting or billing errors or omissions; or
- (2) Alteration, falsification, manipulation; or
- (3) Concealment, destruction or disposal;

of **ACCOUNTS RECEIVABLE RECORDS*** committed to conceal the wrongful giving, taking, obtaining or withholding of money, securities or other property; but only to the extent of such wrongful giving, taking, obtaining or withholding.

B. **INTERRUPTION BY CIVIL OR MILITARY AUTHORITY**

If a sublimit is shown in the Declarations, this Policy is extended to cover the loss sustained during the period of time when, as a direct result of a covered cause of loss, access to Covered Property is prohibited by order of civil or military authority. Coverage herein shall apply only as respects to **LOSS OF REVENUE***.

C. EXTRA EXPENSE

If a sublimit is shown in the Declarations, this Policy insures extra expense incurred caused by direct physical loss or damage by a covered cause of loss during the term of this policy to Covered Property. This Policy also covers such expenses as are necessarily incurred for the purpose of reducing any loss under this Policy. Such expenses may not exceed the amount by which the loss under this Policy is thereby reduced.

“**Extra expense**” means the excess of the total cost during the period of restoration of the damaged property chargeable to the operation of the Named Insured's business over and above the total cost that would normally have been incurred to conduct the business during the same period had no loss or damage occurred.

D. DEBRIS REMOVAL

If a sublimit is shown in the Declarations, the Company will pay the necessary and reasonable expense to remove debris of the Covered Property damaged or destroyed by a covered cause of loss during the policy term.

The Company will not pay the expense to:

- (1) Extract **CONTAMINANTS OR POLLUTANTS*** from the debris; or
- (2) Extract **CONTAMINANTS OR POLLUTANTS*** from land or water; or
- (3) Remove, restore or replace contaminated or polluted land or water; or
- (4) Remove or transport any property or debris to a site for storage or decontamination required because the property or debris is affected by pollutants or contaminants, whether or not such removal, transport, or decontamination is required by law or regulation.

It is a condition precedent to recovery under this extension that the Company shall have paid or agreed to pay for direct physical loss or damage to the Covered Property hereunder and that the Named Insured shall give written notice to the Company of intent to claim for cost of removal of debris or cost to clean up not later than twelve months after the date of such physical loss or damage.

In no event shall the Company be liable for a greater proportion of a loss payable under this extension than its proportion of the total contributing insurance hereunder.

E. FIRE DEPARTMENT SERVICE CHARGES

If a sublimit is shown in the Declarations, when the fire department is called to save or protect Covered Property from a covered peril, the Company will pay the Named Insured's liability for fire department service charges and other extinguishing expenses:

- (1) Assumed by contract or agreement prior to loss; or
- (2) Required by local ordinance, law, or statute.

The Company will also pay for those costs incurred by the fire department to save or protect Covered Property from fire including the costs to refill fire protective equipment.

F. INGRESS AND EGRESS

If a sublimit is shown in the Declarations, this Policy is extended to cover the loss of earnings sustained during such period of time that access to the Named Insured's premises is prevented due to physical loss by a peril insured against by this policy. Such physical loss must occur to property other than on the Named Insured's premises and prevent access to or from the Named Insured's premises. Coverage herein shall apply only as respects to **LOSS OF REVENUE***.

G. LOSS ADJUSTMENT EXPENSE

If a sublimit is shown in the Declarations, this Policy covers the actual costs incurred by the Named Insured, of reasonable fees paid to the Named Insured's accountants, architects, auditors, engineers, or other professionals and the cost of using the Named Insured's employees, for producing and certifying any details contained in the Named Insured's

books or documents, or such other proofs, information or evidence required by the Company resulting from loss or damage payable under this Policy for which the Company has accepted liability. This Coverage will not include the fees and costs of attorneys, public adjusters, and loss appraisers, all including any of their subsidiary, related or associated entities either partially or wholly owned by them or retained by them for the purpose of assisting them nor, the fees and costs of loss consultants who provide consultation on coverage or negotiate claims.

H. NEWLY ACQUIRED LOCATIONS

If a sublimit is shown in the Declarations, this Policy is extended to provide automatic coverage for a period not to exceed **ninety (90)** days and for an amount not to exceed the sublimit shown. Coverage shall apply to newly acquired or erected (including while in course of construction) locations which have occurred after the effective date of this Policy. The Named Insured will report the values to the Company within **ninety (90)** days of acquisition or start of construction. The Company may at their discretion charge additional premium based on these values and appropriate rates for the exposures.

I. ORDINANCE OR LAW / DEMOLITION OR INCREASED COST OF CONSTRUCTION

If a sublimit is shown in the Declarations and there is a direct physical loss or damage to Covered Property caused by a covered cause of loss which causes the enforcement of any law or ordinance that:

- (1) requires the demolition of parts of the undamaged real property;
- (2) regulates the construction or repair of damaged real property;
- (3) is in force at the time of loss;

The Company will pay:

- (1) the cost of demolishing or clearing the site of the undamaged real property;
- (2) the increased cost of repair or reconstruction of the damaged and undamaged real property on the same or another site and limited to the minimum requirements of such law or ordinance regulating the repair or reconstruction of the damaged real property on the same site. However, the Company will not pay for any increased cost of construction loss unless the damaged real property is actually rebuilt or replaced;
- (3) The loss in value of the undamaged portion of the building or structure;

As respects to this coverage extension, the following shall be excluded:

- (1) demolition or increased cost of repair or reconstruction, debris removal or loss of use caused by the enforcement of any law or ordinance regulating asbestos material;
- (2) any governmental direction or request declaring that asbestos material present in or part of or utilized on any undamaged portion of Covered Property can no longer be used for the purpose for which it was intended or installed and must be removed or modified.

J. TRANSIT

If a sublimit is shown in the Declarations, the Policy insures Covered Property while in transit against a direct physical loss or damage by a covered cause of loss subject to the following:

- (1) Covered Property shipped by any means of conveyance shall be considered In Transit from the time the goods are in or on the transporting vehicle and the vehicle leaves the originating Location and continuously until arrival at the destination Location and the goods are transferred to the exclusive custody and control of the consignee, warehouseman, or receiver;
- (2) Covered Property shipped via the Insured's vehicles or vehicles of others operated by the Insured or for the Insured shall be considered In Transit from the time the goods are in or on the transporting vehicle and the vehicle leaves the originating Location and continuously until the Vehicle arrives at the destination

Location. The goods shall not be considered In Transit during any deviation in route for reasons unrelated to transit.

K. VALUABLE PAPERS AND RECORDS

If a sublimit is shown in the Declarations, the Company shall pay for direct physical loss or damage by a covered cause of loss to Valuable Papers and Records at a Covered Property. The Company will pay for the value of the blank **MEDIA*** and the Named Insured's reasonable and necessary cost to research, replace or restore the information lost or damage thereon, including those which exist on electronic or magnetic **MEDIA*** that are the Named Insured's property or the property of others in the Named Insured's care, custody, or control and the Named Insured's liability imposed by law or assumed by written contract for such property. Coverage shall not apply to physical loss or damage to property that cannot be repaired or restored with like kind or quality.

END OF SECTION I – COVERAGE AND EXCLUSIONS

SECTION II – POLICY CONDITIONS

1. **OBSERVANCE OF CONDITIONS**

The due observance and fulfillment of the terms and conditions of this Policy by the Named Insured, insofar as they relate to anything to be done or complied with by them, shall be a condition precedent to any liability of the Company to make payment for loss under this Policy.

2. **INCREASED HAZARD**

If the circumstances in which this insurance was entered into shall be altered or if the risk shall be materially increased, the Named Insured shall as soon as possible give notice in writing to the Company within **thirty (30)** days of the Named Insured's knowledge of the same.

3. **MISREPRESENTATION & FRAUD**

This Policy shall be void if the Named Insured has concealed or misrepresented any material fact or circumstances concerning this insurance or the subject thereof or in case of any fraud, attempted fraud or false swearing by the Named Insured touching any matter relating to this insurance or the subject thereof, whether before or after a loss.

4. **ERRORS & OMISSIONS**

No unintentional errors or omissions in any information relative to this insurance or required to be reported to the Company in compliance with the requirements of this Policy will prejudice the Named Insured's right of recovery, but will be reported to the Company within **thirty (30)** days of the Named Insured's discovery of the same.

5. **INSPECTION & AUDIT**

The Company can inspect Covered Property at any reasonable time. However, neither the Company's inspection nor any report thereof can serve as any representation that the Covered Property or operations are safe or healthful, or that they comply with any law, rule or regulation.

During the Policy period and within one year after the final termination of the policy, the Company may examine and audit the Named Insured's books and records at any reasonable time, as long as such relates to the subject matter of this Policy.

6. **EXAMINATION UNDER OATH**

The Named Insured shall submit and, so far as is within their power, shall cause all other persons to submit, to examination under oath by any persons named by the Company relative to any and all matters in connection with a claim and shall produce for examination all books of account, bills, invoices, and other vouchers or certified copies thereof if originals are lost, at such reasonable time and place as may be designated by the Company or its representatives and shall permit extracts and copies thereof to be made.

7. **DUTIES IN CASE OF LOSS**

A. **Notice of Loss:**

The Named Insured will report in writing to the Company every loss **OCCURRENCE*** which may give rise to a claim under this Policy as soon as practicable, but not later than **thirty (30)** days, after it becomes known to the Named Insured.

B. **Proof of Loss:**

The Named Insured will file with the Company a signed and sworn detailed proof of loss as soon as practicable, but not later than **sixty (60)** days following the Company's request.

C. **Payment of Loss:**

All adjusted claims, including partial payments thereon, will be due and payable no later than **sixty (60)** days after

presentation and acceptance of proof of loss or partial proof of loss, as the case may be, by this Company or its appointed representative.

8. SUBROGATION

If the Company pays a claim under this Policy, it will be subrogated, to the extent of such payment, to all the Named Insured's rights of recovery from other persons, organizations and entities. The Named Insured will execute and deliver instruments and papers and do whatever else is necessary to secure such rights.

The Company will have no rights of subrogation against:

- A.** any person or entity, which is an Additional Insured;
- B.** any other person or entity, which the Named Insured has waived its rights of subrogation against in writing before the time of loss.

It is a condition of this Policy that the Company shall be subrogated to all the Insureds rights of recovery against any Architect or Engineer, whether named as an Insured or not, for any loss or damage arising out of the performance of professional services in their capacity as such and caused by any error, omission, deficiency or act of the Architect or Engineer, by any person employed by them, or by any others for whose acts they are legally liable.

The Named Insured will act in concert with the Company and all other interests concerned in the exercise of such rights of recovery. The Named Insured will do nothing after a loss to prejudice such rights of subrogation.

If any amount is recovered as a result of such proceedings, the net amount recovered after deducting the costs of recovery, will accrue first to the Company in proportion to their respective interests. Any excess of this amount will be remitted to the Named Insured. If there is no recovery, the interests instituting the proceedings will bear the expense of the proceedings proportionately.

9. RECOVERY OR SALVAGE

Any recovery or salvage (excluding proceeds from subrogation and other insurance recovered or received) after a loss settlement under this Policy or any recovery from suretyship, insurance, reinsurance, security or indemnity taken by or for the benefit of the Company will apply as if recovered or received prior to the loss settlement and the loss will be readjusted accordingly.

10. CONTRIBUTING INSURANCE

Other policies may be written upon the same terms, exclusions, limitations and conditions as those contained herein. This Policy will contribute to the total of each loss otherwise payable herein to the extent of the participation of this Policy in the total limit of liability provided by all policies written upon the same terms, exclusions, limitations and conditions as those contained in this Policy.

11. EXCESS INSURANCE

The Named Insured may have excess insurance over the limit of liability set forth in this Policy without prejudice to this Policy, nor will the existence of such insurance, if any, reduce any liability under this Policy.

12. REINSTATEMENT

With the exception of loss caused by perils which are subject to annual aggregate limits, any loss hereunder will not reduce the amount of this Policy.

13. BRANDS & TRADEMARKS

In any case of loss or damage by a covered cause of loss to Covered Property bearing a brand, trademark or label, the Company may take all or any part of the property at any agreed or appraised value. If so, the Named Insured may, at its own expense:

- A.** Stamp salvage on the property or its container, if the stamp will not physically damage the property; or

- B. Remove the brand, trademark or label, if doing so will not physically damage the property. The Named Insured must re-label the property or its container to comply with the law.

14. **PAIR & SET**

- A. In the event of loss of or damage to Covered Property which is part of a pair or set, the measure of loss of or damage to such property will be a reasonable and fair proportion of the total value of the pair or set, giving consideration to the importance of the lost or damaged property to the pair or set, but in no event will such loss or damage be construed to mean total loss of the pair or set; or
- B. In the event of loss or damage to any part of Covered Property consisting, when complete for use, of several parts, the Company will only be liable for the value of the part lost or damaged.

15. **APPRAISAL**

If the Named Insured and the Company fail to agree on the value of the property or the amount of loss, each will, on the written demand of either, select a competent, disinterested, and impartial appraiser, who has no direct or indirect financial interest in the claim. Each will notify the other of the appraiser selected within 20 days of such demand. The Named Insured may not invoke appraisal unless it has first fully complied with all provisions of this Policy, including Duties in the Event of Loss or Damage and has provided the Company with a signed and sworn statement of loss.

The appraisers will first select a competent, disinterested and impartial umpire. If the appraisers fail to agree upon an umpire within 15 days then, on the request of the Named Insured or the Company, a judge of a court of record in the jurisdiction in which the appraisal is pending will select the umpire. The appraisers will then appraise the value of the property or the amount of loss. They will state separately, the actual cash value and replacement cost value, as of the date of loss and the amount of loss, each item of physical loss or damage or, if for **LOSS OF REVENUE*** loss, the amount of loss for each **LOSS OF REVENUE*** Coverage of this Policy.

If the appraisers fail to agree, they will submit their differences to the umpire. An award stating separately the actual cash value and replacement cost value, as of the date of loss and the amount of loss, for each item of physical loss or damage or, if for **LOSS OF REVENUE*** loss, the amount of loss for each **LOSS OF REVENUE*** Coverage of this Policy agreed to in writing by any two will determine the amount of loss.

Once there is an award, the Company retains the right to apply all policy terms and conditions (including but not limited to deductibles, exclusions, and Limits of Liability) to the award. The Company further retains its right to deny the claim in whole or in part.

The Named Insured and the Company will each pay its chosen appraiser and bear equally the other expenses of the appraisal and umpire.

16. **VALUATION**

At the time of loss, the basis of adjustment unless otherwise endorsed herein will be as follows:

- A. Buildings and structures, the replacement cost new if actually replaced, if not so replaced, actual cash value.
- B. (1) raw stock, supplies and other merchandise not manufactured by the Named Insured, the replacement cost new;
(2) stock in process, the value of raw stock and labor expended, plus the proper proportion of overhead charges;
(3) finished stock the regular cash selling price, less all discounts and charges to which such finished stock would have been subject had no loss occurred;
- C. Improvements and betterments and office contents, the replacements cost new if actually replaced, if not so replaced, at actual cash value;

- D. Exhibitions and displays, the cost to Named Insured;
- E. Machinery, equipment and other property, the replacement cost new if actually replaced, if not so replaced, actual cash value.
- F. As respects to Transit Coverage - At the time of loss the valuation of property in transit will be based on the actual net invoice cost together with such costs and charges as may have accrued or become legally due since shipment, but in the absence of an invoice the market value of the property at the point of destination on the day of actual loss.

17. ASSIGNMENT

Except in the event of an authorized assignment under the Bankruptcy Act or a change of title by succession, operation of law or death, the Named Insured will not to transfer any legal rights or interests in the Policy without the Company's written consent.

18. BENEFIT TO BAILEE

The Policy will not inure, directly or indirectly, to the benefit or any carrier or bailee.

19. ENTRY, CONTROL, AND ABANDONMENT

After loss or damage to Covered Property, the Company shall have an immediate right of access and entry by accredited agents sufficient to enable them to survey and examine the property and to make an estimate of the loss or damage and, after the Named Insured has secured the property, a further right of access and entry sufficient to enable them to make an appraisal or estimate of the loss or damage. The Company shall not be entitled to the control or possession of the property and without the consent of the Company there can be no abandonment of the Covered Property.

20. SUIT AGAINST THE COMPANY

No suit or action on this Policy for the recovery of any claim will be sustainable in any court of law or equity unless the Named Insured will have fully complied with all the requirements of this Policy. Any action or proceeding against the Company for recovery of any loss under this Policy will not be barred if commenced within **(12) twelve** months after the **OCCURRENCE*** becomes known to the Named Insured unless a longer period of time is required by applicable statute.

21. CANCELLATION & NON-RENEWAL

The policy may be canceled at any time at the request of the Named Insured by surrender of the policy to the Company.

In the event of cancellation, non-renewal, or inclusion of a material change, by the Company, the Company shall notify by mailing to the Named Insured at the address shown in the policy written notice stating when, not less than 60 days thereafter, such cancellation, non-renewal, or material change will be effective.

However, in the event the Named Insured fails to pay to the Company the premium due on the policy, the policy may be canceled by the Company by mailing to the Named Insured at the address shown in the policy written notice stating when, not less than ten days thereafter, such cancellation will be effective.

If the Company cancels, the earned premium will be calculated on a pro rate basis. If the Named Insured cancels, the earned premium will be calculated on a short rate basis.

22. STATUTES

If any of the Articles herein stated conflict with the laws or statutes of any jurisdictions in which this Policy applies, the same is amended to conform to such laws or statutes.

23. PROTECTION OF PROPERTY AFTER LOSS

When Covered Property has sustained direct physical loss or damage by a covered cause of loss, the Named Insured will take reasonable steps to protect, recover or save the damaged property and minimize any further loss or damage.

The acts of the Named Insured or the Company in protecting, recovering or saving the damaged property will not be

considered a waiver or an acceptance of abandonment. The Named Insured and the Company will bear the expense incurred proportionate to their respective interests.

The foregoing shall not serve to increase the Limit(s) of Liability stated in the Policy and shall be subject to the deductible provisions of the Policy to which these Conditions are attached.

24. KNOWLEDGE OF OCCURRENCE

Knowledge of an **OCCURRENCE*** by the agent, servant or employee of the Named Insured shall not in itself constitute Knowledge by the Named Insured, unless the Owner, General Manager, Director, Risk Manager or General Counsel shall have received such notice from its or their agent, servant or employee.

25. ANNUAL AGGREGATE LIMITS OR SUBLIMITS OF LIABILITY

If a Limit or sublimit stated in this Policy or any of its endorsements is specified as an Annual Aggregate, then the Company shall not be liable for more than the specified Limit or sublimit for all **OCCURRENCES*** during any annual (365 days, or if leap year, 366 days) period, beginning with the Effective Date of this Policy. If the Policy Term is greater than twelve (12) months, such sublimit shall apply in the aggregate to all losses occurring during each twelve (12) month period, beginning with the Effective date of the Policy and each subsequent anniversary date.

Annual Aggregate Limits or sublimit(s) not used in any twelve (12) month period are not cumulative to any other twelve (12) month period.

26. ALTERNATIVE DISPUTE RESOLUTION

If the Company and the Named Insured disagree, after making a good faith effort to reach an agreement on an issue concerning this Policy, either party may request that the following procedure be used to settle such disagreement:

- A.** The Company or the Named Insured may request of the other in writing that the dispute be settled according to an alternative dispute resolution procedure.
- B.** If the Company and the Named Insured agree to proceed, they will jointly select an alternative dispute resolution technique for resolution of the dispute.
- C.** If the parties cannot agree on a method to resolve the issue in dispute within sixty days of written request, the parties will contact either the American Arbitration Association or the state mediation or dispute resolution service and will use their services to select or devise a dispute resolution mechanism.
- D.** Alternative dispute resolution procedures that may be used include mediation, binding arbitration and mini-trials, except where prohibited by applicable law or regulation.
- E.** All expenses of the alternative dispute resolution procedure will be shared equally by both parties.
- F.** Any decision or award made as a result of the alternative dispute resolution procedure shall always be limited by the Coverage Terms and Conditions, Limits, Sublimits and Aggregate Limits of Liability of this Policy.
- G.** Any statute of limitation that may be applicable to the dispute shall be tolled, with respect to such dispute, from the date that the Company and the Named Insured agree to follow the procedure set forth herein until and including the date that such procedure is concluded.

If the Named Insured so requests, the Company hereby agrees to use the alternative dispute resolution procedure described above to resolve all issues concerning this Policy except the following:

- A.** Any dispute involving asbestos including loss, damage or debris removal expense.
- B.** Any dispute involving debris removal expense for **CONTAMINANTS OR POLLUTANTS***.
- C.** Any dispute where coverage is denied based on arson or other attempted fraud by the Named Insured.
- D.** Any dispute within the scope of and governed by the APPRAISAL clause, above.

26. LENDER'S LOSS PAYEE AND MORTGAGE HOLDER INTERESTS AND OBLIGATIONS

- A.** The Company will pay for loss to specified property insured under this Policy to each specified Lender Loss Payee (hereinafter referred to as Lender) as its interest may appear, and to each specified Mortgagee as its interest may appear, under all present or future mortgages upon such property, in order of precedence of the mortgages.
- B.** The interest of the Lender or Mortgagee (as the case may be) in property insured under this Policy will not be invalidated by:
 - (1)** Any act or neglect of the debtor, mortgagor, or owner (as the case may be) of the property;
 - (2)** Foreclosure, notice of sale, or similar proceedings with respect to the property.
 - (3)** Change in the title or ownership of the property.
 - (4)** Change to a more hazardous occupancy.

The Lender or Mortgagee will notify the Company of any known change in ownership, occupancy, or hazard and, within ten (10) days of written request by the Company, may pay the increased premium associated with such known change. If the Lender or Mortgagee fails to pay the increased premium, all coverage under this Policy will cease.

- C.** If this Policy is cancelled at the request of the Insured or its agent, the coverage for the interest of the Lender or Mortgagee will terminate ten (10) days after the Company sends to the Lender or Mortgagee written notice of cancellation, unless:
 - (1)** Earlier terminated by authorization, consent, approval, acceptance, or ratification of the Insured's action by the Lender, Mortgagee, or its agent.
 - (2)** This Policy is replaced by the Insured, with a policy providing coverage for the interest of the Lender or Mortgagee, in which event coverage under this Policy with respect to such interest will terminate as of the effective date of the replacement policy, notwithstanding any other provision of this Policy.
- D.** The Company may cancel this Policy and/or the interest of the Lender or Mortgagee under this Policy, by giving the Lender or Mortgagee written notice sixty (60) days prior to the effective date of cancellation, if cancellation is for any reason other than non-payment of premium. If the debtor, mortgagor, or owner has failed to pay any premium due under this Policy, the Company may cancel this Policy for such non-payment, but will give the Lender or Mortgagee written notice ten (10) days prior to the effective date of cancellation. If the Lender or Mortgagee fails to pay the premium due by the specified cancellation date, all coverage under this Policy will cease.
- E.** The Company has the right to invoke this Policy's Suspended Property clause. When the Company suspends the insurance, it will apply to the interest of the Lender or Mortgagee in any machine, vessel, or part of any machine or vessel, subject to the suspended insurance. The Company will provide the Lender or Mortgagee at the last known address a copy of such notice.
- F.** If the Company pays the Lender or Mortgagee for any loss, and denies payment to the debtor, mortgagor or owner, the Company will, to the extent of the payment made to the Lender or Mortgagee be subrogated to the rights of the Lender or Mortgagee under all securities held as collateral to the debt or mortgage. No subrogation will impair the right of the Lender or Mortgagee to sue or recover the full amount of its claim. At its option, the Company may pay to the Lender or Mortgagee the whole principal due on the debt or mortgage plus any accrued interest. In this event, all rights and securities will be assigned and transferred from the Lender or Mortgagee to the Company, and the remaining debt or mortgage will be paid to the Company.
- G.** If the Insured fails to render proof of loss, the Lender or Mortgagee, upon notice of the Insured's failure to do so, will render proof of loss within sixty (60) days of notice and will be subject to the provisions of this Policy.
- H.** Other provisions relating to the interests and obligations of the Lender or Mortgagee may be added to this Policy by agreement in writing.

END OF SECTION II – POLICY CONDITIONS

SECTION III – POLICY DEFINITIONS

1. **ACCOUNTS RECEIVABLE RECORDS:**

Accounts Receivable Records shall mean accounting records the Named Insured uses to document the billing and collection of Money due from customers, regardless of what material it is inscribed, printed, written or recorded upon.

“**Money**” shall mean currency, coins and bank notes whether or not in current use; and travelers checks, register checks and money orders held for sale to the public.

2. **CONTAMINANTS & POLLUTANTS:**

Any pathogenic or poisonous biological or chemical material or any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste, which after its release can cause or threaten damage to human health or human welfare or cause or threaten damage, deterioration, loss of value, marketability or loss of use to Covered Property hereunder, including, but not limited to bacteria, fungi, virus, or hazardous substances as listed in the Federal Water Pollution Control Act, Clean Air Act, Resource Conservation and Recovery Act of 1976, and Toxic Substances Control Act, or as designated by the U.S. Environmental Protection Agency or any other Governmental Authority. Waste includes materials to be recycled, reconditioned or reclaimed.

3. **EARTHQUAKE:**

- A. Earthquake means all land movement due to seismic activity, including shocks, tremors, volcanic action, earth rising or shifting, landslide, subsidence, sinkhole, and rock fall.
- B. Direct physical loss or damage by fire or explosion resulting from Earthquake as defined above, will not be considered loss by Earthquake within the terms and conditions of this policy.

4. **FLOOD:**

Flood means:

- A. A general and temporary condition of partial or complete inundation of normally dry land areas, including dewatered areas, from:
 - (1) The rising, overflow, or expansion beyond normal boundaries of any body of water or watercourse, whether such body of water or watercourse is natural or man made;
 - (2) The release or breaking of the boundaries of natural or man-made bodies of water or watercourses including the release or overflow of any water impounded by a dam, dike, reservoir or any other barrier or diversionary device;
 - (3) Tsunami, waves, tide or tidal waters, and storm surge;
 - (4) The unusual and rapid accumulation or runoff of surface waters from any source;
 - (5) Mudslides or mudflows where mudslide or mudflows means a river of liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water and deposited along the path of the current;or the spray from any of the foregoing, whether driven by wind or not.
- B. Direct physical loss or damage by fire or explosion resulting from Flood as defined above, will not be considered loss by **FLOOD** within the terms and conditions of this policy.

5. **LOSS OF REVENUE:**

Loss of Revenue means:

- A. Net Income from tolls or other operating sources which would have been earned and incurred; and
- B. Any continuing normal operating expenses excluding ordinary payroll which have been incurred had no loss or damage occurred.

6. **MEDIA:**

Media shall mean tangible personal property on which Electronic Data or Programs can be recorded, but not the Electronic Data or Programs themselves. Money or securities are not considered Media.

“**Electronic Data**” shall mean Electronic Data of any kind that is recorded or transmitted in a form usable in electronic computer systems or networks, microchips, integrated circuits or similar devices in non-computer equipment, and which can be stored on Media for use by Programs.

“**Programs**” shall mean any computer software, applications, software or recorded instructions, whether digital or otherwise, for the processing, sequencing, collecting, transmittal, recording, retrieval or storage of Electronic Data.

7. **NAMED STORM:**

Named Storm means wind, wind gusts, hail, rain, tornadoes, or cyclones caused by or resulting from a specific storm system that has been named by the National Hurricane Center (NHC) or the Central Pacific Hurricane Center (CPHC) or any comparable worldwide equivalent beginning when such organization issues a watch or warning and ending 72 hours after the termination of the watch or warning; however, **NAMED STORM*** does not include loss or damage caused by **FLOOD*** related to or resulting from a **NAMED STORM***.

8. **OCCURRENCE:**

With the exception of the perils of **EARTHQUAKE***, **FLOOD***, and **NAMED STORM***, **OCCURRENCE*** includes all losses or damages that are attributable directly or indirectly to one cause or a series of causes and includes all resultant or concomitant losses wherever located. All such losses or damages will be treated as one occurrence.

As respects the peril of **EARTHQUAKE***, **OCCURRENCE*** shall mean all losses or damages arising during a continuous period of one hundred and sixty eight (168) hours during the term of this Policy. The Named Insured may elect the moment when the one hundred and sixty eight (168) hour period begins, but no two such periods shall overlap. Such **EARTHQUAKE*** shall be deemed to be a single **OCCURRENCE*** within the meaning of this Policy.

As respects the peril of **NAMED STORM***, **OCCURRENCE*** shall mean all losses or damages arising during a continuous period of seventy-two (72) hours during the term of this Policy. The Named Insured may elect the moment when the seventy-two (72) hour period begins, but no two such periods shall overlap. Such **NAMED STORM*** shall be deemed to be a single **OCCURRENCE*** within the meaning of this Policy.

As respects the peril of **FLOOD***, **OCCURRENCE*** shall mean all losses or damages arising during a continuous condition as defined in the definition of **FLOOD***.

The Company shall not be liable for any such loss or damage occurring before the effective date and time or occurring after the expiration date and time of this Policy.

9. **SURVEILLANCE EQUIPMENT:**

Any electronic equipment which provides digital video imagery such as stationary or mobile cameras whether visible or not, mainframes, file servers and peripheral equipment capable of displaying or recording an image or series of images for the purpose of monitoring or supervising a desired activity.

END OF SECTION III – POLICY DEFINITIONS

General Purpose Endorsement

Zurich American Insurance Company



ZURICH

Attached to and Forming a Part of Policy No.:		IM 9806442-01	
Named Insured:	New York State Bridge Authority		
Policy Effective Date:	January 1, 2015	Endorsement No:	1
Endorsement Effective Date:	January 1, 2015	Page:	1 of 1

It is understood and agreed that the following amendments are made to the policy:

The premium for this policy is \$1,087,991 and shall be payable in two (2) equal installments due:

\$543,995 January 1, 2015

\$543,995 January 1, 2016

It is hereby understood and agreed that all other terms and conditions of the policy to which this Endorsement is attached remain unchanged and apply equally hereto.

AMOUNT DUE FOR THIS ENDORSEMENT: \$

ADDITIONAL RETURN

PRODUCER:

PRODUCER CODE:

ACCEPTED BY: _____

COMPANY REPRESENTATIVE

Schedule of Locations & Values Insured



Insured's Name New York State Bridge Authority	Policy Number IM 9806442-01	Effective Date January 1, 2015	Endorsement No. 2
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SCHEDULE

The following locations and / or structures are covered under this Policy:

LOCATION NUMBER	LOCATION NAME	SCHEDULED PHYSICAL DAMAGE LIMIT	SCHEDULED LOSS OF REVENUE LIMIT
1	Rip Van Winkle Bridge	\$193,794,000	\$8,881,826
2	Kingston-Rhinecliff Bridge	\$266,705,000	\$11,625,077
3	Mid-Hudson Bridge	\$268,764,000	\$20,593,153
4	Newburgh-Beacon South Bridge	\$341,138,000	\$58,846,479
5	Newburgh-Beacon North Bridge	\$244,599,000	\$included in above
6	Bear Mountain Bridge	\$149,478,000	\$10,053,465
7	Various approaches to Bridges	\$33,316,000	\$included
8	Walkway over the Hudson	\$80,000,000 sublimit on TIV \$222,921,000	\$no cover
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$

TOTAL SCHEDULED VALUES	\$1,720,715,000	\$110,000,000
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ZURICH

Debris Removal Endorsement

Insured's Name	Policy No.	Effective Date of Policy	Effective Date of Endorsement	End't Premium	Endorsement No.
New York State Bridge Authority	IM 9806442-01	January 1, 2015	January 1, 2015	N/A	3

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

ZURICH OPERATIONAL CIVIL WORKS POLICY

The Company will pay the expense to remove debris up to 25% of the amount of the loss, of the insured property damaged or destroyed by an insured peril during the policy term.

The Company will also pay up to its proportional share of \$250,000, per occurrence and in the annual aggregate, the expense to:

- A. Extract contaminants or pollutants from the debris; or
- B. Extract contaminants or pollutants from land or water;

But only when such land and/or water are a part of, or are contained within the boundaries of the Insured premises.

The Company will not pay the expenses to:

- A. Remove, restore or replace contaminated or polluted land or water;
- B. Remove or transport any property or debris to a site for storage decontamination required because the property or debris is affected by pollutants or contaminants, whether or not such removal, transport, or decontamination is required by law or regulation. The inclusion of Transit Coverage shall not affect this coverage.

It is a condition precedent to recovery under this extension that the Company shall have paid or agreed to pay for direct physical loss or damage to the property insured hereunder and that the Insured shall give written notice to the Company of intent to claim for cost of removal of debris or cost to clean up not later than twelve months after the date of such physical loss or damage.

In no event shall the Company be liable for a greater proportion of a loss payable under this extension than its proportion of the total contributing Insurance hereunder.

This extension shall not increase the amount of Insurance under this policy.

All other terms and conditions of the Policy to which this Endorsement is attached remain unchanged and apply equally hereto.

Amendatory Endorsement



Insured's Name	Policy No.	Effective Date of Policy	Effective Date of Endorsement	End't Premium	Endorsement No.
New York State Bridge Authority	IM 9806442-01	January 1, 2015	January 1, 2015	N/A	4

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

ZURICH OPERATIONAL CIVIL WORKS POLICY

LIMIT OF LIABILITY ENDORSEMENT

The premium for this policy is based upon the attached statement of values. In the event of any loss under this Company's policy, the liability of the Company shall be limited to the least of the following:

- A. The actual adjusted amount of loss within the coverage of the Company's policy. Less applicable deductible(s).
- B. 110% of the total stated value for each scheduled location or item of property insured including, with limitation, buildings, contents, machinery and equipment, stock, Loss of Revenue, extra expense and other coverage's provided at such location, as per schedule of values on file with company dated 11/11/14, less applicable deductibles(s).
- C. The limit of Liability shown on the policy.

In no event shall this margin clause increase the liability of the Insurers under this policy.

All other terms and conditions of the Policy to which this Endorsement is attached remain unchanged and apply equally hereto.



ZURICH

Multi-Year Policy Term

Insured's Name	Policy No.	Effective Date of Policy	Effective Date of Endorsement	End't Premium	Endorsement No.
New York State Bridge Authority	IM 9806442-01	January 1, 2015	January 1, 2015	N/A	5

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

ZURICH OPERATIONAL CIVIL WORKS POLICY

When the **POLICY TERM** shown in paragraph 5. of the Declarations exceeds one (1) year, the following additional condition shall apply:

Annual Review:

The following conditions apply at each anniversary date during the term of this Policy:

- A.** The terms and conditions of this Policy are subject to review and negotiation at each anniversary date in the event either of the following circumstance(s) occur:
- (1)** The policy loss ratio exceeds 40%. The Loss ratio shall be determined by dividing the earned premium into the total paid claims, including any allocated and unallocated claims expenses or unpaid reserves; or
 - (2)** The addition of Covered Property during the Policy term and / or an increase in **LOSS OF REVENUE*** and Contingent Loss of Revenue in the amount of 40% or greater.
- B.** It is agreed that the annual rate(s) shown in paragraph 9. of the Declarations of the Policy shall be guaranteed for each consecutive anniversary period unless otherwise precluded under A. above.
- C.** Within thirty (30) days of each anniversary, the Named Insured shall agree to provide to the Company an updated Statement of Values for all Covered Property, **LOSS OF REVENUE*** and Contingent Loss of Revenue (if endorsed to the Policy). Based upon the updated Statement of Values, the Company will review and adjust the anniversary premium charged.

All other terms and conditions of the Policy to which this Endorsement is attached remain unchanged and apply equally hereto.



ZURICH

Professional Fees

Insured's Name	Policy No.	Effective Date of Policy	Effective Date of Endorsement	End't Premium	Endorsement No.
New York State Bridge Authority	IM 9806442-01	January 1, 2015	January 1, 2015	N/A	6

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

ZURICH OPERATIONAL CIVIL WORKS POLICY

1. LIMIT OF LIABILITY:

The Company will pay no more than its proportional share of \$100,000 as a result of any one occurrence.

2. INSURING AGREEMENT

This Policy covers the actual costs incurred by the Insured, of reasonable fees payable to the Insured's accountants, architects, auditors, engineers, or other professional, excluding the cost of using the Insured employees, for producing or certifying any particulars or details contained in the Insured's books or documents, or such other proofs, information or evidence required by the Company resulting from an insured loss payable under this Policy for which the Company has accepted liability.

Coverage will not include fees and costs of attorneys, public adjusters, insurance agents or brokers, and loss appraisers, all including any of their subsidiary, related or associated entities either partially or wholly owned by them or retained by them for the purpose of assisting them nor the fees and costs of loss consultants who provide consultation on coverage or negotiate claims.

All other terms and conditions of the Policy to which this Endorsement is attached remain unchanged and apply equally hereto.



ZURICH

Service Interruption

Insured's Name	Policy No.	Effective Date of Polic	Effective Date of Endorsement	End't Premium	Endorsement No.
New York State Bridge Authority	IM 9806442-01	January 1, 2015	January 1, 2015	N/A	7

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

ZURICH OPERATIONAL CIVIL WORKS POLICY

1. LIMIT OF LIABILITY:

The company will pay no more than its proportional share of \$5,000,000 as a result of any one occurrence.

This Endorsement does not increase the Total Limit of Liability stated in Section 7 Limit of the Declaration in any one occurrence

2. WAITING PERIOD

The coverage provided under this endorsement is subject to a waiting period of 14 days.

3. INSURING AGREEMENT

Subject to all provisions stated herein and in the policy which this endorsement is attached, liability is hereby assumed for loss resulting from direct physical loss or damage to or destruction, by the peril(s) not excluded, of the public utility company contracted by the Insured to supply electric power to the Insured, or any other company under contract to supply steam, natural gas, water or electricity to the Insured, and used to supply said services directly to the premises herein insured.

Coverage hereunder specifically excludes loss or damage to electrical transmission and distribution lines from any peril whatsoever.

Coverage under this endorsement is limited to property located within one (1) statute mile of the Insured's property.

All other terms and conditions of the Policy to which this Endorsement is attached remain unchanged and apply equally hereto.



ZURICH

Subscription Policy Provisions

Insured's Name New York State Bridge Authority	Policy Number IM 9806442-01	Effective Date January 1, 2015	Endorsement Number 8
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

ZURICH OPERATIONAL CIVIL WORKS POLICY

SCHEDULE

PERCENTAGE SHARE PARTICIPATION

Percentage Participation	Policy Number	Company	Signature
65%	IM 9806442-01	Zurich American Insurance Company	<i>Raymond T. Asaph</i>

The following Additional Provisions shall apply to coverage provided by this Policy.

Paragraph **6. PARTICIPATION** shown in the **DECLARATIONS** is replaced by the following:

- Each of the Insurance Companies subscribing to this Policy (hereinafter referred to as the "Subscribing Companies") shall not be liable for more than the respective percentage interest shown in the Schedule above for the Policy Limit(s), Sublimit(s) of Liability and/or Annual Aggregate Limit(s) stated in this Policy. The liability of each Company will be several but not joint. No Company will assume any liability above its respective percentage share of liability for any loss. The words "Subscribing Companies" is substituted for "Company" and "Insurer" wherever it appears throughout this policy.
- The inability or failure, for any reason whatsoever, of any Subscribing Company to pay its percentage share of liability for or relating to any loss will not increase, change, or in any way affect the obligation (percentage share or otherwise) of any of the other subscribing companies. The sole right of the Named Insured is limited to a claim between the Named Insured and the defaulting Subscribing Company.
- This Policy is written on a form reviewed and accepted by all of the Subscribing Companies, the Named Insured(s), and [Insert Broker]. No liability will be assumed or assigned by virtue of the drafting of the form, and, with respect to interpretation of the form, ambiguities will not be construed against the drafting party.
- The Subscribing Companies agree that Zurich American Insurance Company shall be responsible for adjusting all claims on behalf of the Subscribing Companies.
- Any defense to a claim available to one of the Subscribing companies will be available to all of the Subscribing Companies.
- Each Subscribing Company will be responsible for its own regulatory filings, invoicing, collection of premiums and premium refunds (if any), and payment of any regulatory fees or taxes associated with the insurance provided by the Subscribing Company under this Policy.

All other terms and conditions of the Policy to which this Endorsement is attached remain unchanged and apply equally hereto.

7. [Insert Broker] will be responsible for obtaining the signatures of the Subscribing Companies hereto, and for delivering the Policy to the Named Insured.
8. Any changes to the terms or conditions of this Policy must be accepted in writing by each of the Subscribing Companies and the Named Insured before any coverage change becomes effective.
9. Requests for changes to the policy should be directed from the Broker to all Subscribing Companies.
10. A representative of any Subscribing Company may invoke the suspension of coverage clause after written notification to the other Subscribing Company of such intended action, and all Companies will honor the suspension of coverage.
11. **NOTIFICATION ADDRESS:** All notices or communications concerning this Policy shall be addressed to the Named Insured at:

NAME	New York State Bridge Authority Mid Hudson Bridge Toll Plaza
ADDRESS	PO Box 1010 State Routes 44/55
CITY, STATE, ZIP	Highland, NY 12528
CONTACT	Brian Bushek, Director of Finance Treasurer

All other terms and conditions of the Policy to which this Endorsement is attached remain unchanged and apply equally hereto.

Expediting Expense Coverage Extension



Insured's Name	Policy No.	Effective Date of	Effective Date of Endorsement	End't Premium	Endorsement No.
New York State Bridge Authority	IM 9806442-01	January 1, 2015	January 1, 2015	N/A	9

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

ZURICH OPERATIONAL CIVIL WORKS POLICY

SCHEDULE

Sublimit of Liability*	\$ 1,000,000 Per OCCURRENCE*
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*This amount is part of and not in addition to the Policy Limit of Liability.

The following is added to **SECTION I, 4. COVERAGE EXTENSIONS:**

EXPEDITING EXPENSE

If a sublimit is shown in the Schedule above, this Policy is extended to cover the reasonable wages for overtime, night work, work on public holidays and the extra costs of freight or other means of transportation which are necessary to make temporary repairs and to expedite the permanent repair or replacement of Covered Property when damaged by a covered cause of loss, but only to the extent such is necessary to continue as nearly as practicable the normal operations of the Named Insured.

All other terms and conditions of the Policy to which this Endorsement is attached remain unchanged and apply equally hereto.

**THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR
POLICY.**

**THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS
AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.**

DISCLOSURE OF PREMIUM (RELATING TO DISPOSITION OF TRIA)

SCHEDULE*

(1) Premium attributable to risk of loss from certified acts of terrorism through the end of the policy period based on the extension of the Terrorism Risk Insurance Act of 2002, as amended by the Terrorism Risk Insurance Extension Act of 2005, ("TRIA") for lines subject to TRIA and the Terrorism Risk Insurance Program Reauthorization Act of 2007 (TRIPRA):

\$21,166 (for Zurich's 65% share)

If TRIA terminates, the portion of this premium attributable to the remaining part of the policy period, as modified by any change shown in **(2)** of this Schedule, applies to the risk of loss from terrorism after the termination of TRIA.

(2) Premium change upon termination of TRIA or upon applicability of a Conditional Endorsement:

No change unless one of the following is completed -

Return Premium: N/A

Additional Premium: N/A

If we notify you of an additional premium charge, the additional premium will be due as specified in such notice.

*Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Disclosure of Premium

In accordance with the TRIA, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to the risk of loss from terrorist acts certified under that Act for lines subject to TRIA. That portion of your premium attributable is shown in the Schedule of this endorsement or in the Declarations.

B. Disclosure of Federal Participation in Payment of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 85% of that portion of the amount of such insured losses that exceeds the applicable insurer retention. The Act currently provides for no insurance industry or United States government participation in terrorism losses that exceed \$100 billion in any one calendar year. The federal program established by the Act is scheduled to terminate at the end of December 31, 2014 unless extended by the federal government.

C. Possibility of Additional or Return Premium

The premium attributable to the risk of loss from certified acts of terrorism coverage is calculated based on the coverage (if any) in effect at the beginning of your policy for certified acts of terrorism. If your policy contains a Conditional Endorsement, the termination of TRIA or extension of the federal program with certain modifications (as explained in that endorsement) may modify the extent of coverage (if any) your policy provides for terrorism. If TRIA terminates or the Conditional Endorsement becomes applicable to your policy, the return premium (if any) or additional premium (if any) shown in **(2)** of the Schedule will apply. If the level or terms of federal participation change, the premium shown in **(1)** of the Schedule attributable to that part of the policy period extending beyond such a change may not be appropriate and we will notify you of any changes in your premium.



ZURICH

Advisory notice to policyholders regarding the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") regulations

No coverage is provided by this policyholder notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your declarations page for complete information on the coverages you are provided.

This notice provides information concerning possible impact on your insurance coverage due to directives issued by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC").

Please read this Notice carefully.

OFAC administers and enforces sanctions policy based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons." This list can be located on the United States Treasury's web site – <http://www.treasury.gov/about/organizational-structure/offices/Pages/Office-of-Foreign-Assets-Control.aspx>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC restrictions. When an insurance policy is considered to be such a blocked or frozen contract, no payments or premium refunds may be made without authorization from OFAC. Other limitations on premiums and payments also apply.

**NEW YORK STATE BRIDGE AUTHORITY
BRIDGE PROPERTY DAMAGE AND
LOSS OF REVENUE (U&O)
TOTAL INSURABLE VALUES
AS OF November 10, 2015**

<u>Bridge</u>	<u>Property Damage</u>	<u>(2 Year) Loss of Revenue</u>	<u>Total</u>
Rip Van Winkle Bridge	197,709,000	9,302,032	207,011,032
Kingston-Rhinecliff Bridge	272,093,000	12,014,514	284,107,514
Mid-Hudson Bridge	274,194,000	21,183,260	295,377,260
Mid-Hudson Bridge Ancillary Bridges			
East Approach:			
Viaduct between the Main Span and Gerald Drive	3,465,000		3,465,000
Gerald Drive	1,829,000		1,829,000
Water Street	1,511,000		1,511,000
Viaduct between Old Water Street and Rinaldi Boulevard	4,472,000		4,472,000
Rinaldi Boulevard	2,565,000		2,565,000
Railroad Arch	4,863,000		4,863,000
Route 9 South Overpass	2,482,000		2,482,000
Route 9 North Overpass	1,463,000		1,463,000
East Abutment Span	1,516,000		1,516,000
West Approach:			
Route 9W Overpass	2,263,000		2,263,000
Newburgh-Beacon Bridge:			
South	348,030,000	59,850,500	407,880,500
Newburgh-Beacon Bridge:			
North	249,540,000	Incl. Above	249,540,000
Newburgh-Beacon Bridge West Approach Ancillary Bridges:			
Overpass over Route 9W	6,163,000		6,163,000
Balmville Road Bridge over Interstate Route	1,398,000		1,398,000
Bear Mountain Bridge	152,498,000	10,334,164	162,832,164
Walkway over the Hudson (1) (2)	\$227,414,000	n/a	227,414,000
TOTALS	\$1,755,468,000	\$112,684,470	\$1,868,152,470

(1) Former railway bridge renovated as pedestrian walkway.
Coverage sublimited at \$80,000,000.

(2) Values based on full replacement cost of structure as a railway bridge vs. functional replacement cost as pedestrian walkway.

**Offerer's Certification of Compliance
with State Finance Law §139-k(5)**

Background:

New York State Finance Law §139-k(5) requires that every Procurement Contract award subject to the provisions of State Finance Law §§139-k or 139-j shall contain a certification by the Offerer that all information provided to the procuring Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

Instructions:

The New York State Bridge Authority must obtain the required certification that the information is complete, true and accurate regarding any prior findings of non-responsibility, such as non-responsibility pursuant to State Finance Law §139-j. The Offerer must agree to the certification and provide it to the procuring Governmental Entity.

New York State Bridge Authority
BA2015-OA001IN Business Automobile Insurance
BA2015-OA002IN Commercial Package Insurance
BA2015-OA003IN Police Professional Insurance

Offerer's Certification of Compliance with State Finance Law §139-k(5)

Offerer Certification:

I certify that all information provided to the New York State Bridge Authority with respect to State Finance Law §139-k is complete, true and accurate.

By: _____ Date: _____

Name: _____

Title: _____

Contractor Name:

Contractor Address:

**New York State Bridge Authority
BA-2016-OA-002-PS Internal Auditor
Offerer's Affirmation of Understanding of and Agreement
pursuant to State Finance Law §139-j (3) and §139-j (6) (b)**

Background:

State Finance Law §139-j(6)(b) provides that:

Every Governmental Entity shall seek written affirmations from all Offerers as to the Offerer's understanding of and agreement to comply with the Governmental Entity's procedures relating to permissible contacts during a Governmental Procurement pursuant to subdivision three of this section.

Instructions:

A NYS Bridge Authority must obtain the required affirmation of understanding and agreement to comply with procedures on procurement lobbying restrictions regarding permissible Contacts in the restricted period for a procurement contract in accordance with State Finance Law §§139-j and 139-k. It is recommended that this affirmation be obtained as early as possible in the procurement process, such as when the Contractor submits its proposal or bid.

Offerer affirms that it understands and agrees to comply with the procedures of the NYS Bridge Authority relative to permissible Contacts as required by State Finance Law §139-j (3) and §139-j (6) (b).

By: _____ Date: _____

Name: _____

Title: _____

Contractor Name: _____

Contractor Address: _____

New York State Bridge Authority
[Enter contract number and title here]
Offerer Disclosure of Prior Non-Responsibility Determinations

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

Address:

Name and Title of Person Submitting this Form:

Contract Procurement Number:

Date:

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle):

No Yes

If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please circle):

No Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle):

No Yes

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.

Governmental Entity:

Date of Finding of Non-responsibility:

Basis of Finding of Non-Responsibility:

(Add additional pages as necessary)

NYS Finance Law §139-k(2)

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please circle):

No

Yes

6. If yes, please provide details below.

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding: _____

(Add additional pages as necessary)

Offerer certifies that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

By: _____ Date: _____

Signature

Name: _____

Title: _____

**FORM B
CONFLICT OF INTEREST AFFIDAVIT**

STATE OF _____)

COUNTY OF _____) SS.:

_____, being duly sworn, deposes and says: He is an officer of _____, which is about to render services to the Authority as a contractor/consultant or in any other professional capacity (the "Firm") and agrees that the Firm has no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or decree with the performance of its services to be rendered to the Authority.

That it is further agreed in the rendering of services to the Authority, no person having any such interest shall knowingly be employed by the undersigned or the Firm.

Respondent's Name: _____

Signature: _____
Authorized Official

Typed or Printed Name: _____

Title: _____

Date: _____

Sworn to before me this _____

day of _____,

NOTARY PUBLIC

FORM C
Non-Collusive Proposer Certification

BY SUBMISSION OF THIS RFP, PROPOSER AND EACH PERSON SIGNING ON BEHALF OF PROPOSER CERTIFIES, AND IN THE CASE OF JOINT RFP, EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OF PERJURY, THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF:

(1) The prices in this RFP have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this RFP have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor; and

(3) No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a RFP for the purpose of restricting competition.

A RFP SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WHERE [1], [2], [3] ABOVE HAVE NOT BEEN COMPLIED WITH; PROVIDED HOWEVER, THAT IF IN ANY CASE THE PROPOSER(S) CANNOT MAKE THE FOREGOING CERTIFICATION, THE PROPOSER SHALL SO STATE AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE:

[AFFIX ADDENDUM TO THIS PAGE IF SPACE IS REQUIRED FOR STATEMENT.]

Subscribed to under penalty of perjury under the laws of the State of New York, this ____ day of _____ as the act and deed of said corporation of partnership.

**IF PROPOSER(S) (ARE) A PARTNERSHIP, COMPLETE THE FOLLOWING:
NAMES OF PARTNERS OR PRINCIPALS/ LEGAL RESIDENCE**

_____	_____
Name	Legal Residence
_____	_____
Name	Legal Residence
_____	_____
Name	Legal Residence
_____	_____
Name	Legal Residence

**IF PROPOSER(S) (ARE) A CORPORATION, COMPLETE THE FOLLOWING:
NAMES/ LEGAL RESIDENCE**

President

Legal Residence

Secretary

Legal Residence

Treasurer

Legal Residence

Date: _____

Chief Executive Officer:

Name of Proposer: _____

[Signature]

[Typed or Printed Name]

Date: _____

Chief Financial Officer:

Name of Proposer: _____

[Signature]

[Typed or Printed Name]

Sworn to before me this _____

day of _____, 2010.

NOTARY PUBLIC

10. Financial References: Give bank reference and names in which accounts are held.

Bank Reference	Bank Name	Bank Address

11. Has the entity or any of its Principals, Owners, Officers, Partners, Directors or Stockholders of the entity been the subject of a criminal investigation? Yes [] No []
12. If the answer to the above question is "Yes", state the court in which the investigation is taking/took place, the approximate date the investigation commenced and, if applicable, concluded as well as the subject matter of the investigation and the identity of the person(s) or entity(ies) involved:
13. Has any indictment arisen out of the investigation? Yes [] No []
14. If the answer to the above question is "Yes", state the person(s) or entity(ies) indicated and the status of any such indictment:
15. Has an entity, (i.e.) corporation, partnership, etc., in which a Principal, Owner, Officer, Partner, Director, or Stockholder has an ownership interest ever been the subject of a criminal investigation? Yes [] No []
16. If the answer to the above question is "Yes", state the court in which the investigation is taking/took place, the approximate date the investigation commenced and, if applicable, concluded as well as the subject matter of the investigation and the identity of the person(s) or entity(ies) involved:
17. Has any indictment arisen out of the investigation? Yes [] No []
18. If the answer to the above question is "Yes", state the person(s) or entity(ies) indicated and the status of any such indictment:

19. List names of any affiliated corporation of respondent, business affiliation with respondent and specify relationship:

Name of affiliated corporation	Business Affiliation	Specify Relationship

20. Identify all subcontractors proposed to be used to fulfill any part of the obligations anticipated by this proposal:

Name of subcontractor	Address	Type of work to be performed

21. Current licenses, permits and certifications are listed on Form I and copies of same are attached to Form I.
22. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Authority and/or his designee on behalf of the Authority in verification of the recitals comprising this Business Information Form.

(Name of Entity)

By: _____
(Principal)

(Title)

State of New York)
County of) ss.

_____ being duly sworn, deposes and says that he/she is
_____ of _____ and that the answers to
the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this
_____ day of _____, 2010

Notary Public

FORM E
CONFIDENTIALITY NOTICE

The data on page(s)

of this proposal, identified by an asterisk (*) or marked along the margin with a vertical line, contain technical or financial information which are considered to be proprietary information or trade secrets, the disclosure of which would cause substantial injury to the Proposer's competitive positions. The Proposer requests that such data be used only for the evaluation of the proposal, but understands that such data may otherwise be disclosed to the extent that the Authority determines is necessary or proper for compliance with any law, order or decree of any court or agency of competent jurisdiction, or necessary or proper in the Authority's view to show compliance with any law, order or decree of any court or agency of competent jurisdiction.

Note:

Proposer is urged to only designate as confidential those materials which, in its opinion, clearly represent proprietary information or trade secrets. Cost proposal information and all proposed forms shall not be considered confidential.

Proposer

Signature of Authorized Official

Date

New York State

Vendor Responsibility Questionnaire

A contracting agency is required to conduct a review of a prospective contractor to provide reasonable assurances that the vendor is responsible. This questionnaire is designed to provide information to assist a contracting agency in assessing a vendor's responsibility prior to entering into a contract with the vendor. Vendor responsibility is determined by a review of each bidder or proposer's authorization to do business in New York, business integrity, financial and organizational capacity, and performance history.

Prospective contractors must answer every question contained in this questionnaire. Each "Yes" response requires additional information. The vendor must attach a written response that adequately details each affirmative response. The completed questionnaire and attached responses will become part of the procurement record.

It is imperative that the person completing the vendor responsibility questionnaire be knowledgeable about the proposing contractor's business and operations as the questionnaire information must be attested to by an owner or officer of the vendor. **Please read the certification requirement at the end of this questionnaire.**

**STATE OF NEW YORK
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN #

1. VENDOR IS: <input type="checkbox"/> PRIME CONTRACTOR <input type="checkbox"/> SUB-CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME		3. IDENTIFICATION NUMBERS a) FEIN # b) DUNS #	
4. D/B/A – Doing Business As (if applicable) & COUNTY FILED:		5. WEBSITE ADDRESS (if applicable)	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE		7. TELEPHONE NUMBER	8. FAX NUMBER
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE IN NEW YORK STATE, if different from above		10. TELEPHONE NUMBER	11. FAX NUMBER
12. PRIMARY PLACE OF BUSINESS IN NEW YORK STATE IS: <input type="checkbox"/> Owned <input type="checkbox"/> Rented If rented, please provide landlord's name, address, and telephone number below:		13. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE Name Title Telephone Number Fax Number e-mail	
14. VENDOR'S BUSINESS ENTITY IS (please check appropriate box and provide additional information):			
a) <input type="checkbox"/> Business Corporation	Date of Incorporation	State of Incorporation*	
b) <input type="checkbox"/> Sole Proprietor	Date Established		
c) <input type="checkbox"/> General Partnership	Date Established		
d) <input type="checkbox"/> Not-for-Profit Corporation	Date of Incorporation	State of Incorporation*	Charities Registration Number
e) <input type="checkbox"/> Limited Liability Company (LLC)	Date Established		
f) <input type="checkbox"/> Limited Liability Partnership	Date Established		
g) <input type="checkbox"/> Other – Specify:	Date Established	Jurisdiction Filed (if applicable)	
* If not incorporated in New York State, please provide a copy of authorization to do business in New York.			
15. PRIMARY BUSINESS ACTIVITY - (Please identify the primary business categories, products or services provided by your business)			
16. NAME OF WORKERS' COMPENSATION INSURANCE CARRIER:			
17. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS AND THE THREE OFFICERS WHO DIRECT THE DAILY OPERATIONS OF THE VENDOR (Attach additional pages if necessary):			
a) NAME (print)	TITLE	b) NAME (print)	TITLE
c) NAME (print)	TITLE	d) NAME (print)	TITLE

**STATE OF NEW YORK
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN #

A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE CONTRACTING AGENCY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.

18. Is the vendor certified in New York State as a (check please): Yes No
- Minority Business Enterprise (MBE)
 - Women's Business Enterprise (WBE)
 - Disadvantaged Business Enterprise (DBE)?

Please provide a copy of any of the above certifications that apply.

19. Does the vendor use, or has it used in the past ten (10) years, any other Business Name, FEIN, or D/B/A other than those listed in items 2-4 above? Yes No
- List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor.*

20. Are there any individuals now serving in a managerial or consulting capacity to the vendor, including principal owners and officers, who now serve or in the past three (3) years have served as:

- a) An elected or appointed public official or officer? Yes No
List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service.
- b) A full or part-time employee in a New York State agency or as a consultant, in their individual capacity, to any New York State agency? Yes No
List each individual's name, business title or consulting capacity and the New York State agency name, and employment position with applicable service dates.
- c) If yes to item #20b, did this individual perform services related to the solicitation, negotiation, operation and/or administration of public contracts for the contracting agency? Yes No
List each individual's name, business title or consulting capacity and the New York State agency name, and consulting/advisory position with applicable service dates. List each contract name and assigned NYS number.
- d) An officer of any political party organization in New York State, whether paid or unpaid? Yes No
List each individual's name, business title or consulting capacity and the official political party position held with applicable service dates.

**STATE OF NEW YORK
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN #

21. Within the past five (5) years, has the vendor, any individuals serving in managerial or consulting capacity, principal owners, officers, major stockholder(s) (10% or more of the voting shares for publicly traded companies, 25% or more of the shares for all other companies), affiliate¹ or any person involved in the bidding or contracting process:

- a)** Yes No
1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process;
 2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease;
 3. entered into an agreement to a voluntary exclusion from bidding/contracting;
 4. had a bid rejected on a New York State contract for failure to comply with the MacBride Fair Employment Principles;
 5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract;
 6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise denied, de-certified, revoked or forfeited;
 7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract;
 8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or
 9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract?

b) Yes No

been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud, extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct?

c) Yes No

been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination for violations of:

1. federal, state or local health laws, rules or regulations, including but not limited to Occupational Safety & Health Administration (OSHA) or New York State labor law;
2. state or federal environmental laws;
3. unemployment insurance or workers' compensation coverage or claim requirements;
4. Employee Retirement Income Security Act (ERISA);
5. federal, state or local human rights laws;
6. civil rights laws;
7. federal or state security laws;

**STATE OF NEW YORK
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN #

27.	Is the vendor currently insolvent, or does vendor currently have reason to believe that an involuntary bankruptcy proceeding may be brought against it? <i>Provide financial information to support the vendor's current position, for example, Current Ratio, Debt Ratio, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.</i>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
28.	Has the vendor been a contractor or subcontractor on any contract with any New York State agency in the past five (5) years? <i>List the agency name, address, and contract effective dates. Also provide state contract identification number, if known.</i>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
29.	In the past five (5) years, has the vendor or any affiliates ¹ : a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded; b) received an overall unsatisfactory performance assessment from any government agency on any contract; or c) had any liens or claims over \$25,000 filed against the firm which remain undischarged or were unsatisfied for more than 90 days ? <i>Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.</i>	<input type="checkbox"/> Yes	<input type="checkbox"/> No

¹ "Affiliate" meaning: (a) any entity in which the vendor owns more than 50% of the voting stock; (b) any individual, entity or group of principal owners or officers who own more than 50% of the voting stock of the vendor; or (c) any entity whose voting stock is more than 50% owned by the same individual, entity or group described in clause (b). In addition, if a vendor owns less than 50% of the voting stock of another entity, but directs or has the right to direct such entity's daily operations, that entity will be an "affiliate" for purposes of this questionnaire.

**STATE OF NEW YORK
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN #

State of:)
) ss:
County of:)

CERTIFICATION:

The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting the State of New York or its agencies or political subdivisions in making a determination regarding an award of contract or approval of a subcontract; acknowledges that the State or its agencies and political subdivisions may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; 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 and/or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination; and states that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

The undersigned certifies that he/she:

- has not altered the content of the questions in the questionnaire in any manner;
- has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- has supplied full and complete responses to each item therein to the best of his/her knowledge, information and belief;
- is knowledgeable about the submitting vendor's business and operations;
- understands that New York State will rely on the information supplied in this questionnaire when entering into a contract with the vendor; and
- is under duty to notify the procuring State Agency of any material changes to the vendor's responses herein prior to the State Comptroller's approval of the contract.

Name of Business

Signature of Owner/Officer _____

Address

Printed Name of Signatory

City, State, Zip

Title

Sworn to before me this _____ day of _____, 20____;

Notary Public

Print Name

Signature

Date



NEW YORK STATE BRIDGE AUTHORITY
EQUAL EMPLOYMENT OPPORTUNITY - PROPOSED STAFFING PLAN

Contractor Name / Address:

Federal ID No.:

Contract Number / Project Description:

EEO - Job Category	Total Work force	Work force by Gender		Work force by Race/Ethnic Identification													
		Total Male (M)	Total Female (F)	White (M)	White (F)	Black (M)	Black (F)	Hispanic (M)	Hispanic (F)	Asian (M)	Asian (F)	Native American (M)	Native American (F)	Disabled (M)	Disabled (F)	Veteran (M)	Veteran (F)
		Officials/Administrators															
Professionals																	
Technicians																	
Office Clerical																	
Equipment Operators																	
Ironworkers																	
Laborers																	
Painters																	
Teamsters																	
Totals																	

PREPARED BY (Signature):

DATE:

NAME AND TITLE OF PREPARER (Print or Type):

TELEPHONE NO.:

EMAIL ADDRESS: