

SUPPLEMENTAL GENERAL CONDITIONS
TO
GENERAL CONDITIONS FOR CONSTRUCTION, DATED JUNE 17, 2021

State University of New York
at New Paltz
Capen Hall Bathroom Renovation and Associated Asbestos Abatement
General Construction
379360

ARTICLE 15—INSURANCE AND BONDS

Section 15.03 – Insurance Provided by Contractor

Paragraph A. 3.

Commercial General Liability (CGL) insurance. The CGL insurance policy shall cover the liability of the Contractor or Subcontractor for bodily injury, property damage, and personal/advertising injury arising from performance of the Work or operations or presence at or in the vicinity of the Site of the Contract. The limits under such policy shall not be less than the following: the limit for each occurrence shall be at least \$5,000,000; the general aggregate limit shall be at least \$5,000,000; the personal and advertising injury limit shall be at least \$5,000,000; the Fire Damage Legal Liability shall be at least \$1,000,000; and the Products Completed Operations limit shall be at least \$5,000,000. The limits may be provided through a combination of primary and umbrella and/or excess liability policies. Coverage shall provide and encompass at least the following:

- a. If the Contractor or Subcontractor proposes the use of a policy other than the ISO form CG 00 01 12 07, the Contractor or Subcontractor shall provide the proposed policy to the Owner which, in its sole and exclusive discretion, will determine whether the proposed policy provides equivalent coverage. The Contractor or Subcontractor shall pay Owner any attorney fees and other costs incurred by Owner in determining whether the proposed policy provides equivalent coverage. Owner will select the attorney providing advice on the proposed policy.
- b. ISO Endorsement Forms CG 20 10 04 13 and CG 20 37 04 13, or their equivalents, specifically naming as additional insureds the Dormitory Authority, Client, any other entities as required by the Contract Documents, and if applicable, the Construction Manager and for form CG 20 37 04 13 or its equivalent, specifically listing the Project location. In the event said endorsements or equivalents are not able to be provided, the Owner may accept, at the Owner's sole discretion, CG 20 38 04 13 or its equivalent or other manuscript endorsements providing equivalent coverage.
- c. If the Contractor or Subcontractor proposes the use of an endorsement or endorsements other than the ISO Endorsement Forms CG 20 10 04 13 and CG 20 37 04 13, the Contractor or Subcontractor shall provide the proposed endorsement(s) to the Owner or the Owner's designee which, in its sole and exclusive discretion, will determine whether the proposed endorsements provide equivalent

coverage. Contractor and Subcontractor shall pay Owner any attorney fees and other costs incurred by Owner in determining whether the proposed endorsements provide equivalent coverage. Owner will select the attorney providing advice on the proposed endorsements.

- d. Additional insured status for Owner, Client, Construction Manager and any other entities as required by the Contract Documents shall apply during the Products/Completed Operations phase as well as during the course of performance of the Work.
- e. The policy provisions required by General Conditions Section 15.01.
- f. Excavation, Collapse and Underground Hazards.
- g. Independent contractors/subcontractors.
- h. Blanket Written Contractual Liability covering all indemnity agreements, including all indemnity obligations contained in the Contract, and covering tort liability of another assumed in a contract.
- i. Products and completed operations coverage for a term no less than three years commencing upon issuance by the Owner of the Notice of Physical Completion.
- j. Premises liability.
- k. Defense and/or indemnification obligations, including obligations assumed under this Contract.
- l. Cross liability for additional insureds.
- m. Contractor and Subcontractor means and methods.
- n. Liability resulting from Section 240 or Section 241 of the NYS Labor Law.
- o. ISO Endorsement CG 25 03 11 85 or its equivalent applying the policy's general aggregate limit separately to the Project.
- p. The maximum deductible or self-insured retention shall be \$50,000.
- q. No endorsement or provision in the policy shall exclude coverage for Owner, Client, or Construction Manager for any liability when the injured party is an employee of Contractor or any Subcontractor.
- r. No endorsement or provision in the policy shall require privity of contract between the Owner and Subcontractor or between the Client and the Contractor or Subcontractor or between the Construction Manager and the Contractor or Subcontractor in order for the Owner, the Client, or the Construction Manager to have coverage as an insured on such insurance policy.

- s. If the Contractor or Subcontractor must provide a Railroad Protective Liability insurance policy, the CGL exclusion for work within fifty (50) feet of railroad property must be deleted.
- t. No endorsement or provision in the policy shall have a height limitation or exclusion.
- u. No endorsement or provision in the policy shall have a classification exclusion with respect to work performed for the Owner, Client, and Construction Manager.
- v. Owner, Client, and Construction Manager shall be covered for any and all liability arising out of acts or omissions of Contractor and any Subcontractor.

End of Supplemental General Conditions