SUPPLEMENTAL GENERAL CONDITIONS
TO
GENERAL CONDITIONS OF THE WORK, DATED JANUARY 21, 2026

ARTICLE 15 – INSURANCE AND BONDS

Article 15.03 – Insurance Provided by Contractor, Paragraph A.3, shall be amended as follows:

3. Commercial General Liability (CGL) insurance. The CGL insurance policy shall cover the liability of 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:

    a. **For Contracts less than Ten Million Dollars**: the limit for each occurrence shall be at least $2,000,000; the general aggregate limit shall be at least $4,000,000; the personal and advertising injury limit shall be at least $1,000,000; the Fire Damage Legal Liability shall be at least $1,000,000; and the Products Completed Operations limit shall be at least $4,000,000. The limits may be provided through a combination of primary and umbrella and/or excess liability policies.

    b. **For Contracts more than Ten Million Dollars, but less than Fifty Million Dollars**: The limits under such policy shall not be less than the following for Contractor: 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 under such policy shall not be less than the following for all Subcontractors: the limit for each occurrence shall be at least $2,000,000; the general aggregate limit shall be at least $4,000,000; the personal and advertising injury limit shall be at least $1,000,000; the Fire Damage Legal Liability shall be at least $1,000,000 and the Products Completed Operations limit shall be at least $2,000,000. The limits may be provided through a combination of primary and umbrella and/or excess liability policies.

    c. **For Contracts more than Fifty Million Dollars, but less than One Hundred Million Dollars**: The limits under such policy shall not be less than the following for Contractor: the limit for each occurrence shall be at least $10,000,000; the general aggregate limit shall be at least $10,000,000; 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 under such policy shall not be less than the following for all Subcontractors: the limit for each occurrence shall be at least $2,000,000; the general aggregate limit shall be at least $4,000,000; the personal and advertising injury limit shall be at least $1,000,000; the Fire Damage Legal Liability shall be at least $1,000,000 and the Products Completed Operations limit shall be at least $2,000,000. The limits may be provided through a combination of primary and umbrella and/or excess liability policies.

d. **For Contracts over One Hundred Million Dollars**: The limits under such policy shall not be less than the following for Contractor: the limit for each occurrence shall be at least $20,000,000; the general aggregate limit shall be at least $20,000,000; the personal and advertising injury limit shall be at least $10,000,000; the Fire Damage Legal Liability shall be at least $5,000,000 and the Products Completed Operations limit shall be at least $10,000,000. The limits under such policy shall not be less than the following for Subcontractors with a subcontract value in excess of $20,000,000: 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 under such policy shall not be less than the following for Subcontractors with a subcontract value less than $20,000,000: the limit for each occurrence shall be at least $2,000,000; the general aggregate limit shall be at least $4,000,000; the personal and advertising injury limit shall be at least $1,000,000; the Fire Damage Legal Liability shall be at least $1,000,000; and the Products Completed Operations limit shall be at least $2,000,000.

4. In all cases, the Commercial General Liability coverage shall provide and encompass at least the following:

   a. If Contractor or Subcontractor proposes the use of a policy other than the ISO form CG 00 01 12 07, Contractor or Subcontractor shall provide the proposed policy to Owner which, in its sole and exclusive discretion, will determine whether the proposed policy provides equivalent coverage. 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 Additional Insureds during the course of performance of the Work and the Products/Completed Operations phase 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, Owner may accept, at Owner's sole discretion, CG 20 38 04 13 or its equivalent or other manuscript endorsements providing equivalent coverage.

   c. If 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, Contractor or Subcontractor shall provide the proposed endorsement(s) to Owner or 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.

   a. The policy provisions required by General Conditions Section 15.01.

   b. Excavation, Collapse and Underground Hazards.

   c. Independent contractors/subcontractors.

d. 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.

e. Products and completed operations coverage for a term no less than three years commencing upon issuance by Owner of the Notice of Physical Completion.

f. Premises liability.

g. Defense and/or indemnification obligations, including obligations assumed under this Contract.

h. Cross liability for additional insureds.

i. Contractor and Subcontractor means and methods.

j. Liability resulting from Section 240 or Section 241 of the NYS Labor Law.

k. ISO Endorsement CG 25 03 11 85 or its equivalent applying the policy's general aggregate limit separately to the Project.

l. The maximum deductible or self-insured retention shall be $50,000. In the event Contractor requests a deductible or self-insured retention in excess of $50,000, Owner may request and review the financial records of Contractor to determine Contractor's capacity to fund the deductible or self-insured retention.

m. No endorsement or provision in the policy shall exclude coverage for the Additional Insureds for any liability when the injured party is an employee of Contractor or any Subcontractor.

n. No endorsement or provision in the policy shall require privity of contract between Owner and Subcontractor or between the Client and Contractor or Subcontractor or between the Construction Manager and Contractor or Subcontractor or between any Additional Insured and any other entity in order for the Additional Insureds to have coverage as an insured on such insurance policy.

o. If 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.

p. No endorsement or provision in the policy shall have a height limitation or exclusion.

q. No endorsement or provision in the policy shall have a classification exclusion with respect to work performed for the Additional Insureds.

r. The Additional Insureds shall be covered for any and all liability arising out of acts or omissions of Contractor and any Subcontractor.

5. Commercial Automobile Liability insurance. The Commercial Automobile Liability insurance policy shall cover liability arising out of the use of any motor vehicle in connection with the Contract, including owned, leased, hired and non-owned vehicles bearing or, under the circumstances under which they are being used, required by the laws of NYS to bear, license plates. The policy shall have a combined single limit for bodily injury and property damage of at least $1,000,000. The limit may be provided through a combination of primary and umbrella and/or excess liability policies. If the Contract involves the removal of hazardous waste or otherwise transporting Hazardous Materials, pollution liability coverage for covered autos shall be provided by endorsement CA 99 48 03 06 or CA 00 12 03 06 and the Motor Carrier Act Endorsement (MCS90) shall be attached to the policy.

6. Umbrella and/or Excess Liability insurance. When the limits of the CGL, Commercial Auto Liability or Employers' Liability policies procured are insufficient to meet the limits specified in the preceding paragraphs and the bid documents, Commercial Umbrella or Excess Liability policies shall be procured and maintained provided, however, that the total amount of insurance coverage is at least equal to the requirements specified in the preceding paragraphs and the bid documents. The Commercial Umbrella or Excess Liability policies shall follow the same form as the CGL, Commercial Automobile Liability and Employers Liability insurance policies required in the preceding paragraphs. The Umbrella and/or Excess Liability policies shall be primary to any other insurance maintained by the Additional Insureds. Any other insurance maintained by the Additional Insureds shall be in excess of and shall not contribute with Contractor's or Subcontractor's Umbrella or Excess Liability insurance policies, regardless of the "other insurance" clause contained in the Additional Insureds' own policy of insurance or Contractor's or Subcontractor's insurance policies.

7. Contractor shall secure, pay for, and maintain property insurance necessary for protection against the loss of owned, borrowed or rented capital equipment and tools, including any tools owned by employees, and any tools or equipment, staging towers, and forms owned, borrowed, or rented by Contractor. The requirement to secure and maintain such insurance is solely for the benefit of Contractor. Failure of Contractor to secure such insurance or to maintain adequate levels of coverage shall not render the Additional Insureds or their agents and employees responsible for any losses; and the Additional Insureds and their agents and employees shall have no such liability.

B. Notwithstanding any other provision of the Contract to the contrary and to the fullest extent permitted by law, Contractor shall be liable for all costs and fees, including counsel fees, incurred by or on behalf of the Additional Insureds in any action brought by or against the Additional Insureds concerning insurance coverage owed to the Additional Insureds by any insurer for which Contractor or any Subcontractor represented that the Additional Insureds would be an insured or would benefit in any way if a claim was brought against the Additional Insureds.

End of Supplemental General Conditions