**DOCUMENT 007302**

**SUPPLEMENTARY CONDITIONS - DORMITORY AUTHORITY OF THE STATE OF NEW YORK**

This supplement modifies the General Conditions. Where any part of the General Conditions is modified by this supplement, the unaltered provisions of that part shall remain in effect.

**ARTICLE 19 - INSURANCE - BUILDERS RISK, LIABILITY AND WORKERS' COMPENSATION**

19.1.1 Change to read as follows:

19.1.1 The notice shall name the People of the State of New York, the Commissioner of General Services and the Dormitory Authority of the State of New York, and all employees and agents of the Commissioner and the Authority as additional insureds there under. These additional insureds shall be primary and non-contributory. (General Liability Additional Insured Endorsement shall be on Insurance Service Office’s (ISO) form number CG 20 10 11 85 and a copy of which shall be furnished along with the Certificate of Insurance.) The Contracting Officer may modify the provisions of this Article when deemed in the best interest of the State by order on contract or field order.

19.2.4.2 Change to read as follows:

19.2.4.2 All policies shall be issued by insurance companies licensed to conduct such business under the laws, of the State of New York, shall be written for the benefit of the State of New York, the Dormitory Authority of the State of New York, and for the Contractor as their interests may appear, and shall run until the physical completion date. The State of New York and the Dormitory Authority of the State of New York must be listed as loss payee pursuant to this policy. Policies expiring on a fixed date before physical completion must be renewed and re-filed not less than thirty days before such fixed date.

Add the following paragraph:

19.5 Protective Liability Insurance shall be issued to and cover the liability for damages imposed by law upon the People of the State of New York, the Commissioner of General Services and the Dormitory Authority of the State of New York, and all employees and agents of the Commissioner and the Authority both officially and personally, with respect to all operations under the Agreement by the Contractor or by his subcontractors, including omissions and supervisory acts of the State.

**END OF DOCUMENT**