

DRAFT AIA® Document A101™ – 2017

Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the « » day of «December» in the year «2022»
(In words, indicate day, month and year.)

for the following **PROJECT**:
(Name and location or address)

« Natural Bridges Development »
« 415 Natural Bridges Drive »
» Santa Cruz, CA 95060

THE OWNER:
(Name, legal status and address)

« New Horizons Affordable Housing and Development Inc. »« »
« 2160 41st Street »
» Capitola, CA 95010

THE CONTRACTOR:
(Name, legal status and address)

« »« »
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ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Document A201™–2017, General Conditions of the Contract for Construction. Article 11 of A201™–2017 contains additional insurance provisions.

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§ A.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner’s usual general liability insurance.

§ A.2.3 Required Property Insurance

§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk “all-risks” completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner’s property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion This insurance shall include the insurable interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees if required by Lenders of the Project. All benefits, such as return premiums, premium refunds, dividends due or to become due to the Owner in connection with the insurance provided by the Owner, shall accrue to the benefit of the Owner.

§ A.2.3.1.1 Causes of Loss. The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage.

(Indicate below the cause of loss and any applicable sub-limit.)

Causes of Loss	Sub-Limit
<< >>	

§ A.2.3.1.2 INTENTIONALLY DELETED

(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage	Sub-Limit
<< >>	

§ A.2.3.1.3 INTENTIONALLY DELETED

§ A.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions. Notwithstanding the foregoing, if the cause of any loss payment under such insurance is the fault of the Contractor, then the Contractor shall pay such deductible.

§ A.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner’s occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ A.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain “all-risks” property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ A.2.4 Optional Extended Property Insurance.

The Owner shall purchase and maintain the insurance selected and described below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

[] **§ A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance,** to reimburse the Owner for loss of use of the Owner’s property, or the inability to conduct normal operations due to a covered cause of loss.

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- [] **§ A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

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- [] **§ A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

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- [] **§ A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

«»

- [] **§ A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

«»

- [] **§ A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

«»

- [] **§ A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

«»

§ A.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

- [] **§ A.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information.
(Indicate applicable limits of coverage or other conditions in the fill point below.)

«»

- [] **§ A.2.5.2 Other Insurance**
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)



ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

§ A.3.1.1 Certificates of Insurance. The Contractor shall provide certificates of insurance acceptable to the Owner or at Owner's request, copies of policies, (as well as all endorsements and waivers of subrogation referred to herein, and endorsements and certificates from all subcontractors) evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

Each certificate and endorsement must have an original signature by an authorized agent of the respective insurer. These certificates and the insurance policies required by this Article shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner (except 10 days for non-payment).

In no event shall any failure of the Owner to receive certified copies or certificates of policies required in this Article or to demand receipt of such certified copies or certificates prior to the Contractor's commencing the Work be construed as a waiver by the Owner of the Contractor's obligations to obtain insurance pursuant to this Article. The obligation to procure and maintain any insurance required by this Article is a separate responsibility of the Contractor and independent of the duty to furnish a certified copy or certificate of such insurance policies.

The Contractor shall require that all Subcontractors maintain and provide insurance in like form as set forth above below including the additional insured and certificate of insurance requirements.

§ A.3.1.2 Deductibles and Self-Insured Retentions. The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor. Contractor shall be solely responsible to pay any amount that lies within the deductible or self-insured retention of Contractor's insurance policies, regardless of the amount of the deductible or self-insured retention and regardless of the cause of the loss, injury or damage. The Owner may require proof of ability to pay losses, and related investigation, claim administration and defense expenses within the retention.

§ A.3.1.3 Additional Insured Obligations The Owner and Lenders and such other persons and entities as may be designated by Owner in writing, shall be named as additional insureds under the Commercial General Liability policy and Comprehensive Automobile Liability policy by way of endorsement acceptable to Owner. The Additional Insured endorsement shall provide coverage arising out of both ongoing and completed operations. The endorsement must specify Contractor as the named insured and shall include the policy number and expiration date. The additional insured endorsement shall provide that the insurance is primary insurance with respect to the interests of such additional insureds, and that any other insurance or self-insurance maintained by or available to the additional insured shall be excess and non-contributory with the insurance provided hereunder. The coverage provided to the additional insureds must be at least as broad as that provided to the Contractor and may not contain any additional exclusionary language or limitations applicable to the additional insureds. The endorsement shall provide that no act or omission of an additional insured shall affect or limit the coverage otherwise provided.

§ A.3.1.4 When any required insurance, due to the attainment of a normal expiration date or renewal date, shall expire, the Contractor shall supply the Owner with Certificates of Insurance and amendatory riders or endorsements that clearly evidence the continuation of all coverage in the same manner, limits of protection, and scope of coverage as was provided by the previous policy. In the event any renewal or replacement policy, for whatever reason obtained or required, is written by a carrier other than that with whom the coverage was previously placed, or the subsequent policy differs in any way from the previous policy, the Contractor shall also furnish the Owner with a certified copy of the renewal or replacement policy unless the Owner provides the Contractor with prior written consent to submit only

a Certificate of Insurance for any such policy. All renewal and replacement policies shall be in form and substance satisfactory to the Owner and written by carriers acceptable to the Owner.

§ A.3.1.5 If the Contractor fails to purchase and maintain, or require to be purchased or maintained, any insurance required in this Article, the Owner may, but shall not be obligated to, (i) upon five (5) days' written notice to the Contractor, purchase such insurance on behalf of the Contractor and shall be entitled to be reimbursed by the Contractor upon demand, or (ii) terminate this Contract, and Owner shall retain all remedies for breach of this Agreement. Owner shall have the right to offset the cost of any such insurance, including without limitation, premiums, against any sums payable to Contractor under this Contract. If the Contractor fails to obtain insurance required by this Contract, the Contractor shall fully indemnify, defend and hold harmless the Owner and its officers, directors, shareholders, employees and Affiliates from any and all claims for which the required insurance would have provided coverage.

§A.3.1.6 Any aggregate limit under the Contractor's liability insurance shall, by endorsement, apply to the Work separately.

§A.3.1.7 None of the requirements contained herein as to types, limits and acceptability of insurance coverages to be maintained by the Contractor are intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by the Contractor under the Contract or at law, including without limitation, Contractor's indemnification obligations and liability in excess of the limits and coverages required herein. Neither receipt of certificates, endorsements, or policies showing less or different coverage than required, nor any other forbearance or omission by or for the Owner, shall be deemed a waiver of, or estoppel to assert, any right or obligation regarding the insurance requirements herein.

§A.3.1.8 The Owner shall bear no responsibility whatsoever for any tools, temporary structures, machinery or equipment owned, leased, borrowed or otherwise used by the Contractor, its Subcontractors, or any employees while at the jobsite or elsewhere. The Contractor shall be fully responsible for all material to be used in construction until such time as the material becomes an integral part of the structure(s). Prior to this time, any loss or damage to such material shall be borne fully by the Contractor, who shall have no recourse whatsoever to the Owner. Any deductible relative to the Contractor's property will be borne solely by the Contractor. The Contractor is fully responsible for protection of such unattached property without regard to whatever protective measures are provided by the Owner, if any.

§ A.3.2 Contractor's Required Insurance Coverage

§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located and with a rating of not less than A- VII as defined by A.M. Best Company. The insurance required shall be written for not less than limits of liability specified below or required by law, whichever coverage is greater. To the extent that the requirements set forth by Project Lenders, are more extensive than those set forth in the Contract Documents, the more extensive requirements shall control. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified below. Any deductibles or self-insured retentions associated with the above coverage must be declared to and approved by the Owner. The Owner may require proof of ability to pay losses, and related investigation, claim administration and defense expenses within the retention.

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§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than « Two Million Dollars » (\$ « 2,000,000 ») each occurrence, « Two Million Dollars » (\$ « 2,000,000 ») general aggregate, and « Two Million Dollars » (\$ « 2,000,000 ») aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;

- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

Products and Completed Operations Insurance shall be maintained for a minimum period of ten (10 years after final payment, and contractor shall continue to furnish evidence of such coverage to Owner on an annual basis during the aforementioned period.

"Claims-made" and "modified occurrence" policy forms are not acceptable.

In addition to the commercial general liability insurance set forth above, Contractor shall obtain an "installation floater" or equivalent builder's risk property insurance covering the Contractor's interest in the Property and all of Contractor's total equipment and personal property during the course of construction.

The Owner may consider a limit of \$2,000,000 for subcontractors upon request of Contractor.

§ A.3.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than « Two Million Dollars » (\$ « 2,000,000 ») per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage. The Owner may consider a limit of \$1,000,000 for subcontractors upon request of Contractor.

§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ A.3.2.5 Workers' Compensation at statutory limits.

§ A.3.2.6 Employers' Liability with policy limits not less than « Two Million Dollars » (\$ « 2,000,000 ») each accident, « Two Million Dollars » (\$ « 2,000,000 ») each employee, and « Two Million Dollars » (\$ « 2,000,000 ») policy limit. Such policies shall contain a waiver of subrogation on a form acceptable to Owner.

§ A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, including full prior acts coverage sufficient to cover any and all claims and suits arising out of all such work (or a retroactive date no later than the date on which the Contractor commences such work) with policy limits of not less than « One Million Dollars » (\$1,000,000) per claim and « Two Million Dollars » (\$ « 2,000,000 ») in the aggregate, maximum deductible or self-insured retention amount of One Hundred Thousand Dollars (\$100,000) per claim. The policy shall include without limitation, contractual liability coverage covering the obligations assumed by the Contractor in the Contract Documents. Contractor shall maintain this coverage continuously in effect during the term of the Contract and until all claims and suits arising out of such work are barred by the applicable statute of limitations and repose. In the event that Contractor subcontracts any portion of the Design-Build Work, the Contractor shall require any such Subcontractor to purchase and maintain the insurance coverage as provide in this subsection.

§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than « One Million Dollars » (\$ « 1,000,000 ») per claim and « Two Million Dollars » (\$ « 2,000,000 ») in the aggregate endorsed to include Non-Owned Disposal Site coverage. Coverage must be maintained for at least three (3) years after completion of the Project.

§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.

§ A.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.

§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.

§ A.3.3 Contractor's Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

« »

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

- [« »] § A.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:

(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party

other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

« »

- [« »] **§ A.3.3.2.2 Railroad Protective Liability Insurance**, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate, for Work within fifty (50) feet of railroad property.
- [« »] **§ A.3.3.2.3 Asbestos Abatement Liability Insurance**, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.
- [« »] **§ A.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an “all-risks” completed value form.**
- [« »] **§ A.3.3.2.5 Property insurance on an “all-risks” completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.**
- [« »] **§ A.3.3.2.6 Other Insurance**
(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage

Limits

« »

§ A.3.4 Performance Bond and Payment Bond

The Contractor shall furnish a Performance Bond and a Labor and Material (Payment) Bond, each bond to be in the amount of 100% of the Contract Sum as security for the faithful performance and payment of all obligations under the Contract Documents. These bonds shall be in such form and with such sureties as are licensed in the State of California and are named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department and for amounts which are not in excess of the acceptable amount set forth on such list for the respective surety.

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

« »