



# AIA<sup>®</sup> Document A132™ – 2019 Exhibit A

## Insurance and Bonds

This Insurance Exhibit is part of the Agreement, between the Owner and the Contractor,

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

As stated in the A101.

**THE OWNER:**  
*(Name, legal status, and address)*

As stated in the A101.

**THE CONTRACTOR:**  
*(Name, legal status, and address)*

As stated in the A101.

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### ARTICLE A.1 GENERAL

The Owner and Contractor shall carry and maintain insurance as set forth in this Exhibit.

### ARTICLE A.2 OWNER'S INSURANCE

#### § A.2.1 Builder's Risk Insurance

If the Contract Sum, exclusive of additions or deductions made after execution of the Agreement, is equal to or less than ten million dollars (\$10,000,000.00), then Owner shall, prior to commencement of the Work, purchase and maintain Builder's Risk insurance in the amount of, at least, the initial Contract sum as well as subsequent modifications thereto for the entire Work at the site on a replacement cost basis.

#### § A.2.1.1 Owner's Builder's Risk Sub-limits

If the Owner purchases Builder's risk insurance, the minimum allowable sub-limits, if any are as follows:

### 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. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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 A232™–2019, General Conditions of the Contract for Construction. Article 11 of A232™–2019 contains additional insurance provisions

<b>Causes of Loss</b>	<b>Sub-Limit</b>
Earthquake	Moderate Hazard Areas-\$2,500,00 Low Hazard Areas-\$5,000,000
Flood	Moderate Hazard Areas-\$2,500,00 Low Hazard Areas-\$5,000,000

If the Owner purchases Builder's risk insurance, the Coverage Sub-limits will be as follows:

<b>Coverage</b>	<b>Sub-Limit</b>
Loss of Use, Business Interruption, and Delay in Completion Insurance	\$500,000
Extra Expense Insurance	\$250,000
Soft Costs Insurance	\$100,000

**§ A.2.2 Offsite and Transit Property Insurance**

If Owner is required to purchase and maintain Builder's Risk insurance pursuant to Article A.2.1, then Owner shall also provide liability coverage for materials and/or Work stored off the Work site or in transit thereto. Owner may provide such insurance by procuring and maintaining Property Insurance, Builder's Risk, or through self-insurance. Such coverage shall not be less than \$500,000 in the aggregate for materials and/or Work stored off the Work site or in transit. Any property damage to such materials and/or Work in excess of such limit shall be Contractor's responsibility, and Contractor shall not look to Owner's Property Insurance or self-insurance coverage to cover such excess loss(es). The Owner's policy coverage is exclusive of materials or Work under the care, custody, and control of the manufacturer prior to delivery.

**§ A.2.3** Owner shall be responsible for any deductibles for all insurance required under Article A.2, provided, however, that in the event a claim arises as a result of Contractor's negligent acts or omissions or intentional misconduct, Contractor shall be responsible for paying the lesser of the deductible or \$25,000.00.

*(Paragraphs deleted)*

*(Table deleted)*

*(Paragraphs deleted)*

*(Table deleted)*

*(Paragraphs deleted)*

**§ A.2.4**

*(Paragraphs deleted)*

Except with respect to insurance that subcontractors are required to obtain and carry, Contractor shall be responsible for any deductibles for all insurance required under Article A.3, provided, however, that in the event a claim arises as a result of Owner's negligent acts or omissions or intentional misconduct, Owner shall be responsible for paying the lesser of the deductible or \$25,000.00.

*(Paragraphs deleted)*

**ARTICLE A.3 CONTRACTOR'S INSURANCE**

**§ A.3.1 General**

*(Paragraphs deleted)*

**§ A.3.1.1** The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Article A.3. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy. Owner shall also be an Additional Insured on Contractor's general liability, auto, umbrella liability, and contractor's pollution liability insurance policies. Furthermore, these policies shall also include a waiver of subrogation provision in favor of the owner.

**§ A.3.1.2** The Contractor shall not commence Work under this Contract until the Contractor has obtained all the insurance required hereunder. The insurance carrier(s) must be lawfully authorized to do business in the State of Wisconsin with a minimum A.M. Best rating of A-, X.

§ **A.3.1.3** Notice of Cancellation or Expiration of Contractor's Required Insurance: Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required hereunder, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage and shall not relieve the Contractor of consequences of Owner stopping work – Contractor shall bare all costs of such work stoppage.

§ **A.3.1.4** Proof of Insurance: The Contractor shall provide certificates of insurance to the Owner indicating coverage is in place at the limits set forth herein. The insurer(s) shall give the Owner thirty (30) day notice of cancellation or changes in coverage. The insurance certificate(s) shall be provided before commencement of the Work.

### § **A.3.2 Required Insurance Policies**

#### § **A.3.2.1**

*(Paragraphs deleted)*

#### **Worker's Compensation Insurance**

§ **A.3.2.1.1** The Contractor shall procure and maintain during the life of this Contract, and shall require all Subcontractors, to maintain, Worker's Compensation Insurance as required by State of Wisconsin Statutes and any applicable Federal Act coverage such as the Longshoremen's and Harbor Workers Act, the Jones Act or the Admiralty Act for all employees engaged in Work associated with the Project under this Contract.

§ **A.3.2.1.2** The Contractor shall procure and maintain during the life of this Contract, and shall require all Subcontractors, to maintain, Employer's Liability Insurance, with coverage amounts at least equal to that required in section **A.3.3.2**.

#### § **A.3.2.2 Commercial General Liability Insurance and Excess Liability-Umbrella**

##### § **A.3.2.2.1**

*(Paragraphs deleted)*

The Contractor shall procure and maintain during the life of this Contract, Commercial General Liability Insurance and Excess Liability-Umbrella coverage, with coverage amounts at least equal to that required in section A.3.2.1, including Products and Completed Operations for all claims that might occur in carrying out the Contract. Such coverage shall be of the "occurrence" type form.

##### § **A.3.2.2.2** The Contractor's Commercial General Liability

*(Paragraphs deleted)*

Insurance and Excess Liability Umbrella coverage shall apply to the provisions of indemnity obligations under Section 3.18 of the General

*(Paragraphs deleted)*

Conditions.-

§ **A.3.2.2.3** Commercial General Liability insurance carried under this Contract shall contain a provision making it primary and non-contributory to any other coverage available to the Owner.

§ **A.3.2.2.** The Contractor shall require Subcontractors to procure and maintain Commercial General Liability Insurance and Excess Liability-Umbrella coverage reasonable and commensurate of the work of the Subcontractor.

#### § **A.3.2.3 Auto Liability Insurance**

§ **A.3.2.3.1** The Contractor shall procure and maintain during the life of the Contract Commercial Automobile Liability Insurance for all owned, non-owned, and hired vehicles that are used in carrying out the Contract, with coverage amounts at least equal to that required in section A.3.3.2.

§ **A.3.2.3.2** Auto Liability carried under this Contract shall contain a provision making it primary and non-contributory to any other coverage available to the Owner.

§ A.3.2.3.3 The Contractor shall require each Subcontractor to procure and maintain Commercial Auto Liability Insurance, with coverage amounts at least equal to that required in section A.3.3.2.

§ A.3.2.4 Errors and Omissions Liability Insurance

Intentionally deleted.

§ A.3.2.5 Contractor's Pollution Insurance

The Contractor shall procure and maintain for a period not less than ten years after completion of the Project Contractor's Pollution Liability (CPL) with coverage amounts at least equal to that required in section A.3.3.2. Contractor shall annually provide evidence of CPL insurance coverage upon Owner's request.

§ A.3.2.6 Pollution Legal Liability Insurance

§ A.3.2.6.1 If the scope of services in this Contract requires the disposal of any hazardous or non-hazardous materials off the job site, the disposal site operator or abatement Contractor (or Subcontractor, as appropriate), upon request of the Owner, must furnish a certificate of insurance for Pollution Legal Liability (PLL) with coverage for:

- Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death;
- Property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed;
- Defense costs including costs, charges, and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages; and
- Losses that arise from the insured facility that is accepting the waste under this Contract.

§ A.3.2.6.2 The Pollution Legal Liability policy must be written on a claims made form, and the "State of Wisconsin, its officers, employees and agents" must be included as an additional insured. Coverage amounts must be at least equal to that required in section A.3.3.2. Upon request of the Owner, Contractor must obtain a certificate of insurance for Pollution Legal Liability (PLL) from the disposal site and provide a copy thereof to Owner.

§ A.3.2.6.3 Coverage shall apply to sudden and non-sudden pollution conditions, including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in bodily injury or property damage.

§ A.3.2.6.4 Cyber Risk Insurance- The Contractor shall purchase Cyber Risk Insurance for loss to the Owner due to data security and privacy breach including costs of investigating potential or actual breach of confidential or private information.

§ A.3.2.7 Builder's Risk Insurance

§ A.3.2.7.1 If the Contract Sum, exclusive of additions or deductions made after execution of the Agreement, exceeds ten million dollars (\$10,000,000.00), then Contractor shall, prior to commencement of the Work, purchase and maintain through the life of the Project Builder's Risk "all-risks" insurance in the amount of, at least, the initial Contract sum as well as subsequent modifications and labor performed and materials or equipment supplied by others thereto for the entire Work at the site on a replacement cost basis. The property insurance shall be maintained until Substantial Completion unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement.

§ A.3.2.7.2 Contractor's Builder's Risk policy shall provide coverage for direct physical loss or damage, and shall not exclude or sublimit risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, terrorism, water damage and equipment breakdown including but not limited to hot and cold testing. All limits must apply per occurrence and not be subject to annual or project term aggregates. The insurance shall also provide coverage for loss or damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Minimum allowable sub-limits, if any are as follows:

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

**Causes of Loss**

Earthquake  
Flood

**Sub-Limit**

The lesser of project contract value or \$75,000,000  
The lesser of project contract value or \$75,000,000

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**§ A.3.2.7.3** In addition to providing coverage for direct physical loss or damage, Contractor's Builder's Risk policy shall provide coverage for loss or damage to false work and other temporary structures, materials stored off-site including with the manufacturer prior to delivery, materials in transit, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's, Construction Manager's, and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:

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

Coverage	Sub-Limit
Loss of Use, Business Interruption, and Delay in Completion Insurance	\$1,000,000
Extra Expense Insurance	Internal determination
Civil Authority Insurance	60 days of coverage
Ingress/Egress Insurance	60 days of coverage
Soft Costs Insurance	\$7,500,000

**§ A.3.2.8 Deductibles and Self-Insured Retentions.** If the insurance required by Section §A.3.3.2. is subject to deductibles or self-insured retentions, the Contractor shall be responsible for all loss not covered because of such deductibles or retentions with the exception of coverages identified under §A.2 which will be the obligation of Owner.

**§ A.3.2.9 Occupancy or Use Prior to Substantial Completion.** The insurance required by Section §A.3 shall allow for occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion.

**§ A.3.2.10 Insurance for Existing Structures.** If the Work involves remodeling an existing structure or construction of an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the Work, "all-risks property insurance", on a replacement cost basis, protecting the existing structure against direct physical loss or damage, notwithstanding the undertaking of the Work.

*(Paragraphs deleted)*

**§ A.3.3 Minimum Coverage Limits**

**§ A.3.3.1**

*(Paragraphs deleted)*

The coverage limits provided in § A.3.3.2 are minimum required limits of coverage and may not represent the actual amounts necessary to protect the Contractor. Such minimum required limits shall not be construed in any way to limit the Contractor's liability to the Owner.

**§ A.3.3.2** The following minimum coverage limits shall apply to Contractor's insurance requirements:

TYPE	Limits
Commercial General Liability	\$1,000,000 Each Occurrence
	\$2,000,000 General Aggregate (applies per project)
	\$1,000,000 Products Aggregate
	\$1,000,000 Personal Injury
	\$50,000 Fire Damage
	\$5,000 Medical Expense Per Person
Automobile Liability	\$1,000,000 Combined Single Limit
Excess Liability Umbrella	\$5,000,000 Each Occurrence (Projects with contract values \$5M or less)
	\$10,000,000 Each Occurrence (projects with contract values \$5M-\$25M)



\$25,000,000 Each Occurrence (projects with contract values over \$25M)

**Worker's Compensation/Employers Liability Insurance**

1. State: Statutory to all states the work is being performed;
2. Federal: As Applicable;
3. All Employees, partners, individuals, any managers on project site must be included for coverage.

**TYPE**

Employers Liability  
 Employers Liability Disease  
 Employers Liability Disease

**Limits**

\$100,000 Each Accident  
 \$100,000 Each Employee  
 \$500,000 Policy Limit

**Professional Liability**

**Limits**

\$1,000,000 per Occurrence/Aggregate  
 \$5,000,000 per Occurrence/Aggregate (for "unique" or "high risk" projects and/or those with contract values over \$10,000,000)

**Contractors Pollution Liability (CPL)**

**Limits**

\$1,000,000 per pollution event/aggregate (projects with contract values \$1M or less)

\$3,000,000 per pollution event/aggregate (projects with contract values \$1M-\$10M)

\$5,000,000 per pollution event/aggregate (projects with contract values over \$10M)

**Pollution Legal Liability (PLL)**

**Limits**

\$2,000,000 per loss, \$4,000,000 annual aggregate for disposal at non-hazardous treatment, storage and disposal facilities (TSDFs)

**Cyber Liability**

**Limits**

\$1,000,000

*(Paragraphs deleted)*

**ARTICLE A.4 MUTUAL WAIVER OF SUBROGATION**

**§ A.4.1** The Owner and the Contractor waive all rights against each other and shall require their insurers to waive any rights of subrogation or recovery, for damages caused by fire or other perils to the extent covered by Builder's Risk insurance obtained pursuant to this Contract or other insurance applicable to the Work. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise; did not pay the insurance premium directly or indirectly; and whether or not the person or entity had an insurable interest in the person harmed or property damaged. This waiver shall be effective only to the extent any policy of insurance is not impaired thereby. This contract provision shall be incorporated into the contracts between the Contractor and Subcontractors.

**§ A.4.2** Intentionally deleted.

**ARTICLE A.5 ADJUSTMENT AND SETTLEMENT OF INSURED LOSSES**

Prior to settlement of an insured loss, the insured party shall notify the other party of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The other party shall have 14 days from receipt

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of notice to object to the proposed settlement or allocation of the proceeds. If the other party does not object, the insured party shall settle the loss and the other party shall be bound by the settlement and allocation. Upon receipt, the insured party shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the other party timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the insured party may proceed to settle the insured loss, and any dispute between the insured party and other party arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15 of the General Conditions. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

*(Paragraphs deleted)(Table deleted)*

# Additions and Deletions Report for AIA® Document A132™ – 2019 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 10:32:39 CT on 11/09/2022.

## PAGE 1

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

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As stated in the A101.

...

As stated in the A101.

...

As stated in the A101.

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### **A.3 ~~CONTRACTOR'S INSURANCE AND BONDS~~**

### **A.4 ~~SPECIAL TERMS AND CONDITIONS~~ MUTUAL WAIVER OF SUBROGATION**

### **A.5 ADJUSTMENT AND SETTLEMENT OF INSURED LOSSES**

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The Owner and Contractor shall ~~purchase and maintain insurance, and provide bonds, carry and maintain insurance as~~ set forth in this Exhibit. ~~As used in this Exhibit, the term General Conditions refers to AIA Document A232™ 2019, General Conditions of the Contract for Construction.~~

...

#### **§ ~~A.2.1 General~~ Builder's Risk Insurance**

~~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. If the Contract Sum, exclusive of additions or deductions made after execution of the Agreement, is equal to or less than ten million dollars (\$10,000,000.00), then Owner shall, prior to commencement of the Work, purchase and maintain Builder's Risk insurance in the amount of, at least, the initial Contract sum as well as subsequent modifications thereto for the entire Work at the site on a replacement cost basis.~~

#### **§ A.2.1.1 Owner's Builder's Risk Sub-limits**



If the Owner purchases Builder's risk insurance, the minimum allowable sub-limits, if any are as follows:

<u>Causes of Loss</u>	<u>Sub-Limit</u>
<u>Earthquake</u>	<u>Moderate Hazard Areas-\$2,500,00</u> <u>Low Hazard Areas-\$5,000,000</u>
<u>Flood</u>	<u>Moderate Hazard Areas-\$2,500,00</u> <u>Low Hazard Areas-\$5,000,000</u>

If the Owner purchases Builder's risk insurance, the Coverage Sub-limits will be as follows:

<u>Coverage</u>	<u>Sub-Limit</u>
<u>Loss of Use, Business Interruption, and</u> <u>Delay in Completion Insurance</u>	<u>\$500,000</u>
<u>Extra Expense Insurance</u>	<u>\$250,000</u>
<u>Soft Costs Insurance</u>	<u>\$100,000</u>

### **§ A.2.2 Liability Insurance**Offsite and Transit Property Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance. If Owner is required to purchase and maintain Builder's Risk insurance pursuant to Article A.2.1, then Owner shall also provide liability coverage for materials and/or Work stored off the Work site or in transit thereto. Owner may provide such insurance by procuring and maintaining Property Insurance, Builder's Risk, or through self-insurance. Such coverage shall not be less than \$500,000 in the aggregate for materials and/or Work stored off the Work site or in transit. Any property damage to such materials and/or Work in excess of such limit shall be Contractor's responsibility, and Contractor shall not look to Owner's Property Insurance or self-insurance coverage to cover such excess loss(es). The Owner's policy coverage is exclusive of materials or Work under the care, custody, and control of the manufacturer prior to delivery.

**§ A.2.3 Required Property Insurance** Owner shall be responsible for any deductibles for all insurance required under Article A.2, provided, however, that in the event a claim arises as a result of Contractor's negligent acts or omissions or intentional misconduct, Contractor shall be responsible for paying the lesser of the deductible or \$25,000.00.

**§ 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 and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the 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.

**§ 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, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

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

#### **Causes of Loss**

#### **Sub-Limit**

**§ A.2.3.1.2 Specific Required Coverages.** The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to false work and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's, Construction Manager's, and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:

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

## Coverage

## Sub-Limit

~~§ A.2.3.1.3~~ Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

~~§ 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.

~~§ 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, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "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.)~~ Except with respect to insurance that subcontractors are required to obtain and carry, Contractor shall be responsible for any deductibles for all insurance required under Article A.3, provided, however, that in the event a claim arises as a result of Owner's negligent acts or omissions or intentional misconduct, Owner shall be responsible for paying the lesser of the deductible or \$25,000.00.

~~§ 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.

~~§ 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.

~~§ 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.

~~§ 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.)*

Coverage

Limits

### ~~ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS~~

#### ~~ARTICLE A.3 CONTRACTOR'S INSURANCE~~

~~§ A.3.1.1 Certificates of Insurance.~~ The Contractor shall provide certificates of insurance acceptable to the Owner 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.

~~§ 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.

~~§ A.3.1.3 Additional Insured Obligations.~~ To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect and the Architect's consultants, and the Construction Manager and the Construction Manager's consultants, as additional insureds for claims caused in whole

or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, and the Construction Manager and the Construction Manager's consultants, CG 20 32 07 04.

**§ A.3.1.1** The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Article A.3. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy. Owner shall also be an Additional Insured on Contractor's general liability, auto, umbrella liability, and contractor's pollution liability insurance policies. Furthermore, these policies shall also include a waiver of subrogation provision in favor of the owner.

**§ A.3.1.2** The Contractor shall not commence Work under this Contract until the Contractor has obtained all the insurance required hereunder. The insurance carrier(s) must be lawfully authorized to do business in the State of Wisconsin with a minimum A.M. Best rating of A-, X.

**§ A.3.1.3** Notice of Cancellation or Expiration of Contractor's Required Insurance: Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required hereunder, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage and shall not relieve the Contractor of consequences of Owner stopping work – Contractor shall bare all costs of such work stoppage.

**§ A.3.1.4** Proof of Insurance: The Contractor shall provide certificates of insurance to the Owner indicating coverage is in place at the limits set forth herein. The insurer(s) shall give the Owner thirty (30) day notice of cancellation or changes in coverage. The insurance certificate(s) shall be provided before commencement of the Work.

### **§ A.3.2 Contractor's Required Insurance Coverage Required Insurance Policies**

**§ 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. 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 insurance for a duration other than the expiration of the period for correction of Work, state the duration.)*

### **Worker's Compensation Insurance**

**§ A.3.2.1.1** The Contractor shall procure and maintain during the life of this Contract, and shall require all Subcontractors, to maintain, Worker's Compensation Insurance as required by State of Wisconsin Statutes and any applicable Federal Act coverage such as the Longshoremen's and Harbor Workers Act, the Jones Act or the Admiralty Act for all employees engaged in Work associated with the Project under this Contract.

**§ A.3.2.1.2** The Contractor shall procure and maintain during the life of this Contract, and shall require all Subcontractors, to maintain, Employer's Liability Insurance, with coverage amounts at least equal to that required in section A.3.3.2.

### **§ A.3.2.2 Commercial General Liability Commercial General Liability Insurance and Excess Liability-Umbrella**

**§ A.3.2.2.1** Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than (\$ ) each occurrence, (\$ ) general aggregate, and (\$ ) 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. The Contractor shall procure and maintain during the life of this Contract, Commercial General Liability Insurance and Excess Liability-Umbrella coverage, with coverage amounts at least equal to that required in section A.3.2.1, including Products and Completed Operations for all claims that might occur in carrying out the Contract. Such coverage shall be of the "occurrence" type form.

~~§ 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-Insurance and Excess Liability Umbrella coverage shall apply to the provisions of indemnity obligations 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.~~  
~~Conditions.-~~

§ A.3.2.3 Commercial General Liability insurance carried under this Contract shall contain a provision making it primary and non-contributory to any other coverage available to the Owner.

§ A.3.2.2. The Contractor shall require Subcontractors to procure and maintain Commercial General Liability Insurance and Excess Liability-Umbrella coverage reasonable and commensurate of the work of the Subcontractor.

~~§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than (\$ ) 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.~~

**Auto Liability Insurance**

§ A.3.2.3.1 The Contractor shall procure and maintain during the life of the Contract Commercial Automobile Liability Insurance for all owned, non-owned, and hired vehicles that are used in carrying out the Contract, with coverage amounts at least equal to that required in section A.3.3.2.

§ A.3.2.3.2 Auto Liability carried under this Contract shall contain a provision making it primary and non-contributory to any other coverage available to the Owner.

§ A.3.2.3.3 The Contractor shall require each Subcontractor to procure and maintain Commercial Auto Liability Insurance, with coverage amounts at least equal to that required in section A.3.3.2.



§ 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.  
**Errors and Omissions Liability Insurance**  
Intentionally deleted.

**§ A.3.2.5 Workers' Compensation at statutory limits.****Contractor's Pollution Insurance**

The Contractor shall procure and maintain for a period not less than ten years after completion of the Project Contractor's Pollution Liability (CPL) with coverage amounts at least equal to that required in section A.3.3.2. Contractor shall annually provide evidence of CPL insurance coverage upon Owner's request.

§ A.3.2.6 Employers' Liability with policy limits not less than (\$ ) each accident, (\$ ) each employee, and (\$ ) policy limit.

**Pollution Legal Liability Insurance**

§ A.3.2.6.1 If the scope of services in this Contract requires the disposal of any hazardous or non-hazardous materials off the job site, the disposal site operator or abatement Contractor (or Subcontractor, as appropriate), upon request of the Owner, must furnish a certificate of insurance for Pollution Legal Liability (PLL) with coverage for:

- Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death;
- Property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed;
- Defense costs including costs, charges, and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages; and
- Losses that arise from the insured facility that is accepting the waste under this Contract.

§ A.3.2.6.2 The Pollution Legal Liability policy must be written on a claims made form, and the "State of Wisconsin, its officers, employees and agents" must be included as an additional insured. Coverage amounts must be at least equal to that required in section A.3.3.2. Upon request of the Owner, Contractor must obtain a certificate of insurance for Pollution Legal Liability (PLL) from the disposal site and provide a copy thereof to Owner.

§ A.3.2.6.3 Coverage shall apply to sudden and non-sudden pollution conditions, including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in bodily injury or property damage.

§ A.3.2.6.4 Cyber Risk Insurance- The Contractor shall purchase Cyber Risk Insurance for loss to the Owner due to data security and privacy breach including costs of investigating potential or actual breach of confidential or private information.

§ 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

**Builder's Risk Insurance**

§ A.3.2.7.1 If the Contract Sum, exclusive of additions or deductions made after execution of the Agreement, exceeds ten million dollars (\$10,000,000.00), then Contractor shall, prior to commencement of the Work, purchase and maintain through the life of the Project Builder's Risk "all-risks" insurance in the amount of, at least, the initial Contract sum as well as subsequent modifications and labor performed and materials or equipment supplied by others thereto for the entire Work at the site on a replacement cost basis. The property insurance shall be maintained until Substantial Completion unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement.

§ A.3.2.7.2 Contractor's Builder's Risk policy shall provide coverage for direct physical loss or damage, and shall not exclude or sublimit risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, terrorism, water damage and equipment breakdown including but not limited to hot and cold testing. All limits must apply per occurrence and not be subject to annual or project term aggregates. The insurance shall also



provide coverage for loss or damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Minimum allowable sub-limits, if any are as follows:

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

<u>Causes of Loss</u>	<u>Sub-Limit</u>
<u>Earthquake</u>	<u>The lesser of project contract value or \$75,000,000</u>
<u>Flood</u>	<u>The lesser of project contract value or \$75,000,000</u>

**§ A.3.2.7.3** In addition to providing coverage for direct physical loss or damage, Contractor's Builder's Risk policy shall provide coverage for loss or damage to false work and other temporary structures, materials stored off-site including with the manufacturer prior to delivery, materials in transit, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's, Construction Manager's, and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:

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

<u>Coverage</u>	<u>Sub-Limit</u>
<u>Loss of Use, Business Interruption, and Delay in Completion Insurance</u>	<u>\$1,000,000</u>
<u>Extra Expense Insurance</u>	<u>Internal determination</u>
<u>Civil Authority Insurance</u>	<u>60 days of coverage</u>
<u>Ingress/Egress Insurance</u>	<u>60 days of coverage</u>
<u>Soft Costs Insurance</u>	<u>\$7,500,000</u>

**§ 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, with policy limits of not less than (\$ ) per claim and (\$ ) in the aggregate. **Deductibles and Self-Insured Retentions.** If the insurance required by Section §A.3.3.2. is subject to deductibles or self-insured retentions, the Contractor shall be responsible for all loss not covered because of such deductibles or retentions with the exception of coverages identified under §A.2 which will be the obligation of Owner.

**§ 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 (\$ ) per claim and (\$ ) in the aggregate. **Occupancy or Use Prior to Substantial Completion.** The insurance required by Section §A.3 shall allow for occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion.

**§ 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. **Insurance for Existing Structures.** If the Work involves remodeling an existing structure or construction of an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the Work, "all-risks property insurance", on a replacement cost basis, protecting the existing structure against direct physical loss or damage, notwithstanding the undertaking of the Work.

**§ 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** Minimum Coverage Limits

**§ 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.)*

The coverage limits provided in § A.3.3.2 are minimum required limits of coverage and may not represent the actual amounts necessary to protect the Contractor. Such minimum required limits shall not be construed in any way to limit the Contractor's liability to the Owner.

§ 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-folllowing minimum coverage limits shall apply to Contractor's insurance requirements:

<u>TYPE</u>	<u>Limits</u>
Commercial General Liability	\$1,000,000 Each Occurrence
	\$2,000,000 General Aggregate (applies per project)
	\$1,000,000 Products Aggregate
	\$1,000,000 Personal Injury
	\$50,000 Fire Damage
	\$5,000 Medical Expense Per Person
Automobile Liability	\$1,000,000 Combined Single Limit
Excess Liability Umbrella	\$5,000,000 Each Occurrence (Projects with contract values \$5M or less)
	\$10,000,000 Each Occurrence (projects with contract values \$5M-\$25M)
	\$25,000,000 Each Occurrence (projects with contract values over \$25M)

Worker's Compensation/Employers Liability Insurance

*(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.)*

1. State: Statutory to all states the work is being performed;
2. Federal: As Applicable;
3. All Employees, partners, individuals, any managers on project site must be included for coverage.

<u>TYPE</u>	<u>Limits</u>
Employers Liability	\$100,000 Each Accident
Employers Liability Disease	\$100,000 Each Employee
Employers Liability Disease	\$500,000 Policy Limit
Professional Liability	<u>Limits</u>
	\$1,000,000 per Occurrence/Aggregate
	\$5,000,000 per Occurrence/Aggregate (for "unique" or "high risk" projects and/or those with contract values over \$10,000,000)
Contractors Pollution Liability (CPL)	<u>Limits</u>
	\$1,000,000 per pollution event/aggregate (projects with contract values \$1M or less)
	\$3,000,000 per pollution event/aggregate (projects with contract values \$1M-\$10M)
	\$5,000,000 per pollution event/aggregate (projects with contract values over \$10M)

Pollution Legal Liability (PLL)	<b>Limits</b>
	\$2,000,000 per loss, \$4,000,000 annual aggregate for disposal at non-hazardous treatment, storage and disposal facilities (TSDFs)

Cyber Liability	<b>Limits</b>
	\$1,000,000

~~[ ] § A.3.3.2.1 If there is only one Contractor performing the Work on the Project, 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
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~~§ A.3.4 Performance Bond and Payment Bond~~

~~The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:~~

~~(Specify type and penal sum of bonds.)~~

**ARTICLE A.4 MUTUAL WAIVER OF SUBROGATION**

§ A.4.1 The Owner and the Contractor waive all rights against each other and shall require their insurers to waive any rights of subrogation or recovery, for damages caused by fire or other perils to the extent covered by Builder's Risk insurance obtained pursuant to this Contract or other insurance applicable to the Work. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise; did not pay the insurance premium directly or indirectly; and whether or not the person or entity had an insurable interest in the person harmed or property damaged. This waiver shall be effective only to the extent any policy of insurance is not

impaired thereby. This contract provision shall be incorporated into the contracts between the Contractor and Subcontractors.

§ A.4.2 Intentionally deleted.

**ARTICLE A.5 ADJUSTMENT AND SETTLEMENT OF INSURED LOSSES**

Prior to settlement of an insured loss, the insured party shall notify the other party of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The other party shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the other party does not object, the insured party shall settle the loss and the other party shall be bound by the settlement and allocation. Upon receipt, the insured party shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the other party timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the insured party may proceed to settle the insured loss, and any dispute between the insured party and other party arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15 of the General Conditions. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

<b>Type</b>	<b>Penal Sum (\$0.00)</b>
Payment Bond	
Performance Bond	

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

**ARTICLE A.4 SPECIAL TERMS AND CONDITIONS**

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