

AIA[®] Document A132[®] – 2019 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 ___ in the year ___
(In words, indicate day, month, and year.)

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

2022 Capital Bond Project, Phase 3

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

Eastchester Union Free School District
580 White Plains Road
Eastchester, New York 10709

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 A232[™]–2019, General Conditions of the Contract for Construction as revised this Project.

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.

§ 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 This obligation is placed on the Contractor pursuant to Section A.3.3.1.5. The Contractor shall purchase and maintain, from an insurance company or insurance

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

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 coverage obtained by the Contractor 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 Builder's Risk insurance obtained by the Contractor shall be maintained until Substantial Completion and thereafter as provided in Section A.3.3, 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 of the Contractor by this Section A.2.3.1 and Section A.3.3.1.5 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.

(Paragraphs deleted)

(Table deleted)

§ A.2.3.1.2 Specific Required Coverages. The insurance required of the Contractor by this Section A.2.3.1 and Section A.3.3.1.5 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.

(Paragraphs deleted)

(Table deleted)

§ A.2.3.1.3 Unless the parties agree otherwise, the Contractor shall continue the insurance required by Section A.2.3.1 and Section A.3.3.1.5 in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions or, if necessary, replace the insurance policy required under Section A.2.3.1 and Section A.3.3.1.5 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 Contractor 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.

(Paragraphs deleted)

§ A.2.4 Optional Extended Property Insurance.

The Owner shall purchase and maintain the insurance selected and described below. **Not applicable – none selected** *(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.

§ 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

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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

(Paragraphs deleted)

Intentionally Omitted

(Paragraphs deleted)

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 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, its Board of Education, employees and volunteers, the Architect and the Construction Manager as an additional insured on the Contractor's insurance policies, except for Workers' Compensation and New York State Disability Insurance. The certificate of insurance must describe all services provided by the Contractor (e.g., roofing, carpentry or plumbing) that are covered by the liability policies. A fully completed New York Construction Certificate of Liability Insurance Addendum (ACORD 855 2014/15) must be included with the certificates of insurance. For any "Yes" answers on Items G through L on this Form— additional details must be provided in writing. Waivers of subrogation must be provided to the Owner, its Board of Education, employees and volunteers, the Architect and the Construction Manager on all insurance policies except for Disability, OCP and Builders Risk.

§ 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. The Contractor agrees to indemnify the Owner for any applicable deductibles and self-insured retentions.

§ 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, its Board of Education, employees and volunteers, 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 negligent acts or omissions, intentional misconduct, or reckless acts or omissions of the Contractor or its officers, directors, owners, employees, contractors, subcontractors, suppliers, volunteers or agents during the Contractor's operations; and (2) the Owner, its Board of Education, employees and volunteers as an additional insured for claims caused in whole or in part by the negligent

acts or omissions, intentional misconduct, or reckless acts or omissions of the Contractor or its officers, directors, owners, employees, contractors, subcontractors, suppliers, volunteers or agents for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory coverage for the Owner, its Board of Education, employees and volunteers, the Architect and the Construction Manager, 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. Additional insured status shall be provided by standard or other endorsements that extend coverage to the Owner for on-going operations (CG 20 38) and products and completed operations (CG 20 37). The decision to accept an endorsement rests solely with the Owner. A completed copy of the endorsements must be attached to the Certificate of Insurance.

§ 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 A.M. Best A- rated or better insurer, licensed and admitted to conduct business in New York State. 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. Contractor acknowledges that failure to obtain such insurance on behalf of the Owner constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the Owner. The Contractor is to provide the Owner with a certificate of insurance, evidencing these requirements have been met, prior to the commencement of work. The failure of the Owner to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any rights held by the Owner. Subcontractors are subject to the same terms and conditions as stated above and must submit same to the Owner for approval prior to the start of any work. In the event the Contractor fails to obtain the required certificates of insurance from its Subcontractor(s) and a claim is made or suffered, the Contractor shall indemnify, defend, and hold harmless the Owner, its Board of Education, employees and volunteers, the Architect and the Construction Manager from any and all claims for which the required insurance would have provided coverage. This indemnity obligation is in addition to any other indemnity obligation provided in the Contract and shall survive the termination of the Contract.

Commercial General Liability Insurance, Personal and Advertising Injury Insurance, Owners Contractors Protective (OCP) Insurance, Automobile Liability, Workers' Compensation and NYS Disability Insurance, Employers' Liability Insurance, Professional Liability Insurance (if applicable), Pollution Liability Insurance (if applicable), Builder's Risk, Umbrella/Excess Insurance, Asbestos/Lead Abatement Insurance, Testing Company Errors and Omission Insurance

§ 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 one million dollars (\$ 1,000,000) 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.

§ A.3.2.2.2 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.3.2.2.3 Personal and Advertising Injury insurance with policy limits of not less than one million dollars (\$ 1,000,000) each occurrence. Damage to Rented with policy limits of not less than one hundred thousand dollars (\$ 100,000) each occurrence, and Medical Expenses with policy limits of not less than ten thousand dollars (\$ 10,000) each occurrence. General aggregate on a per project basis.

§ A.3.2.3 Automobile Liability covering vehicles owned, hired, borrowed, and non-owned vehicles used, by the Contractor, with policy limits of not less than one million dollars (\$ 1,000,000) 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.

§ 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 Statutory Workers' Compensation (C-105.2 or U-26.3); and NYS Disability Insurance (DB-120.1) for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable.

§ A.3.2.6 Employers' Liability with policy limits not less than one million dollars (\$ 1,000,000) each accident, one million dollars (\$ 1,000,000) each employee, and one million dollars (\$ 1,000,000) policy limit.

§ 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, with policy limits of not less than two million dollars (\$ 2,000,000) per claim and two million dollars (\$ 2,000,000) in the aggregate.

§ 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 two million dollars (\$ 2,000,000) per claim and two million dollars (\$ 2,000,000) in the aggregate.

(Paragraphs deleted)

§ 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.3.3.1.1 Owners Contractors Protective (OCP) Insurance

- .1 For projects less than or equal to \$1,000,000 and work on 1 story (10 feet) only; \$1 million per occurrence, \$2 million aggregate with the Owner as the Named Insured.
- .2 For projects greater than \$1,000,000 and work over 1 story (10 feet); \$2 million per occurrence, \$4 million aggregate with the Owner as the Named Insured.
- .3 The OCP Policy must be with a New York State licensed and admitted carrier.
- .4 The Owner will be the Named Insured on OCP Policies. There will be no Additional Insureds on any OCP Policies.

§ A.3.3.1.2 Umbrella/Excess Insurance

- .1 \$5 million each Occurrence and Aggregate for general construction and no work at elevation greater than one story (or 10 feet) and project values less than or equal to \$1,000,000.
- .2 \$10 million each Occurrence and Aggregate for high-risk construction, work at elevation greater than one story (or greater than 10 feet) and project values greater than \$1,000,000.
- .3 Umbrella/Excess coverage shall be on a follow-form basis or provide broader coverage over the General Liability and Auto Liability coverages.

§ A.3.3.1.3 Asbestos/Lead Abatement Insurance

- .1 \$2,000,000 per occurrence/\$2,000,000 aggregate, including products and completed operations. Such insurance shall include coverage for the Contractor's operations including, but not limited to, removal, replacement, enclosure, encapsulation and/or disposal of asbestos, or any other hazardous material, along with any related pollution events, including coverage for third-party liability claims for bodily injury, property damage and clean-up costs. If a retroactive date is used, it shall pre-date the inception of the Contract.
- .2 If the Contractor is using motor vehicles for transporting hazardous materials, the Contractor shall maintain pollution liability broadened coverage (ISO endorsement CA 9948), as well as proof of MCS 90. Coverage shall fulfill all requirements of these specifications and shall extend for a period of three (3) years following acceptance by the Owner of the Certificate of Completion.

§ A.3.3.1.4 Testing Company Errors and Omission Insurance

- .1 \$1,000,000 per occurrence/\$2,000,000 aggregate for the testing and other professional acts of the Contractor performed under the Contract with the Owner.

§ A.3.3.1.5 Builder's Risk

- .1 Must be purchased and maintained by the Owner to include interest of the Owner, Contractor, Subcontractors and Sub subcontractors jointly. The limit must reflect the total completed value (all material and labor costs) and provide coverage for fire, lightning, explosion, extended coverage, vandalism, malicious mischief, windstorm, hail and/or flood. Coverage will remain in effect until the Owner is the only entity that has an insurable interest in the property.

§ 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** 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.)

- § Riggers Liability Insurance:** If the scope of Work involves rigging, hoisting, raising or moving of property or equipment not belonging to the contractor. Riggers Liability Insurance is required to insure for the full value of the property or equipment against physical damage/loss.
- § A.3.3.2.3 Asbestos Abatement Liability Insurance:** Refer to A.3.3.1.3.
- § 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.)

(Table deleted)

§ 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.)

Type	Penal Sum (\$0.00)
Payment Bond	Contract Sum plus any increase to the Contract Sum through a Modification issued after execution of the Contract.
Performance Bond	Contract Sum plus any increase to the Contract Sum through a Modification issued after execution of the Contract.

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 and be modified as required by Section 7.2.2. of AIA Document A701™-2018, Instructions to Bidders, as revised for this Project.

Payment and Performance Bonds shall be in compliance with all terms and requirements set forth in Article 7 of AIA Document A701™-2018, Instructions to Bidders, as revised for this Project.

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

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

§ A.4.1 Waivers of Subrogation

Waivers of Subrogation: The Owner and Contractor waive all rights against each other and any of their Consultants, Architect, Construction Manager, subcontractors, sub-subcontractors, agents and employees each of the other and Owner's separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this

Article or other insurance applicable to the Work, except such rights as the Owner and Contractor may have to the proceeds of such insurance held by the Owner as fiduciary. The Contractor shall require each of the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. 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 property damaged.

