



AIA[®] Document A133™ – 2019 Exhibit B

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Construction Manager, dated the ___ day of _____ in the year Two Thousand Twenty (In words, indicate day, month and year.)

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

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

Western Heights LP
901 N. Broadway St.
Knoxville, TN 37917

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

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ARTICLE B.1 GENERAL

The Construction Manager 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, as modified.

ARTICLE B.2 PROPERTY INSURANCE

§ B.2.1 General

Prior to executing the Guaranteed Maximum Price Amendment, the Construction Manager shall secure the insurance, and provide evidence of the coverage, required under this Article B.2 and provide a copy of the property insurance policy or policies required by Section B.2.3 to the Owner. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ B.2.2 Intentionally omitted.

§ B.2.3 Required Property Insurance

§ B.2.3.1 The Construction Manager shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction

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 A201™–2017, General Conditions of the Contract for Construction. Article 11 of A201™–2017 contains additional insurance provisions.

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 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 B.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, Construction Manager, Subcontractors, and Sub-subcontractors in the Project as their interests may appear. This insurance shall include the interests of mortgagees as loss payees, including

§ B.2.3.1.1 Causes of Loss. The insurance required by this Section B.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.)

Cause of Loss	Sub-Limit
N/A	

§ B.2.3.1.2 Specific Required Coverages. The insurance required by this Section B.2.3.1 shall provide coverage for loss or damage to falsework 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 and Construction Manager'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
N/A	

§ B.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall replace the insurance policy required under Section B.2.3.1 with property insurance for the Project.

§ B.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section B.2.3 is subject to deductibles or self-insured retentions, the Construction Manager shall be responsible for all loss not covered because of such deductibles or retentions.

§ B.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 B.2.3.1 have consented in writing to the continuance of coverage or the Owner has replaced the insurance with property insurance covering the portion of the Work being occupied or used. The Owner and the Construction Manager 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.

§ B.2.3.3 Intentionally omitted.

§ B.2.4 Optional Extended Property Insurance.

The Construction Manager shall purchase and maintain the insurance selected and described below.

(Select the types of insurance the Construction Manager 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.)

§ B.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.

- [X] § B.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.
- [] § B.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.
- [X] § B.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.
- [] § B.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.
- [] § B.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.
- [X] § B.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.

§ B.2.5

(Paragraphs deleted)

Intentionally omitted.

(Paragraphs deleted)

ARTICLE B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS

§ B.3.1 General

§ B.3.1.1 Certificates of Insurance. The Construction Manager shall provide certificates of insurance and amendatory endorsements acceptable to the Owner evidencing compliance with the requirements in this Article B.3 at the following times: (1) prior to executing the Agreement; (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 B.3.2.1 and Section B.3.3.1. The certificates will show the Owner Parties as additional insureds on all coverages except for Workers' Compensation, Employers' Liability, and Professional Liability. The certificates shall show the Construction Manager's insurances are primary and non-contributory, include waivers of subrogation against the Owner Parties for all lines of coverage, and provide a 30-day cancellation notice (by endorsement if necessary).

§ B.3.1.2 Deductibles and Self-Insured Retentions. The Construction Manager shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Construction Manager.

§ B.3.1.3 Additional Insured Obligations. To the fullest extent permitted by Law, the Construction Manager shall cause the commercial general liability, excess or umbrella liability, automobile liability, pollution liability, and builder's risk coverages to include (1) the Owner Parties as additional insureds for claims caused in whole or in part by the Construction Manager's negligent acts or omissions during the Construction Manager's operations; and (2) the Owner Parties as additional insureds for claims caused in whole or in part by the Construction Manager'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. The Construction Manager shall require each of its Subcontractors to include the Owner Parties as additional insureds on a primary and non-contributory basis on their commercial general liability, excess or umbrella liability policies, and automobile liability policies.

§ B.3.2 Construction Manager's Required Insurance Coverage

§ B.3.2.1 The Construction Manager shall purchase and maintain at a minimum the following types and limits of insurance from an insurance company or insurance companies licensed or registered and lawfully authorized to issue insurance in the jurisdiction where the Project is located, and with a minimum A.M. Best Company rating of A-IX. The Construction Manager 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 Construction Manager is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

The Construction Manager shall maintain its Products and Completed Operations coverage, and any Professional Liability, Contractor's Professional Liability, and Pollution Liability coverages, until at least five years after Substantial Completion.

§ B.3.2.2 Commercial General Liability

§ B.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 products-completed operations; and
- .5 the Construction Manager's indemnity obligations under Section 3.18 of the General Conditions and other indemnity obligations in the Contract Documents.

At a minimum, this insurance also shall include the following coverages: Premises-Operations (including Explosion, Collapse and Underground Hazards (XCU) coverage); Broad Form Property Damage; Personal Injury without the Employment Exclusion; and Blanket Contractual Liability that would apply to and secure the Construction Manager's indemnity obligations contained in Section 3.18 of AIA Document A201-2017 and elsewhere in the Contract.

§ B.3.2.2.2 The Construction Manager's Commercial General Liability policy under this Section B.3.2.2 shall not contain any exclusions or restrictions 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 Construction Manager'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.

Init.

- .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.

§ B.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager, 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.

§ B.3.2.4 Excess or umbrella liability insurance, providing the same or greater coverage as the coverages required under Section B.3.2.2 and B.3.2.3, with policy limits of not less than Eight Million Dollars (\$8,000,000). In no event shall such 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.

§ B.3.2.5 Workers' Compensation at statutory limits.

§ B.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.

§ B.3.2.7 Intentionally omitted.

§ B.3.2.8 If the Construction Manager is required to furnish professional services as part of the Work, the Construction Manager shall procure Professional Liability insurance covering performance of the professional services, 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.

§ B.3.2.9 If the Work involves the transport, dissemination, use, or potential release of pollutants, the Construction Manager 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.

§ B.3.2.10 Coverage under Sections B.3.2.8 and B.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than Two Million Dollars (\$2,000,000) per claim and Three Million Dollars (\$3,000,000) in the aggregate.

§ B.3.2.11 Intentionally omitted.

§ B.3.2.12 Intentionally omitted.

§ B.3.3 Construction Manager's Other Insurance Coverage

§ B.3.3.1 Insurance selected and described in this Section B.3.3 shall be purchased from an insurance company or insurance companies licensed or registered and lawfully authorized to issue insurance in the jurisdiction where the Project is located, and with a minimum A.M. Best Company rating of A-IX. The Construction Manager 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 Construction Manager 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.)

§ B.3.3.2 The Construction Manager shall purchase and maintain the following types and limits of insurance in accordance with Section B.3.3.1.

(Select the types of insurance the Construction Manager 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.)

- § B.3.3.2.1** Property insurance of the same type and scope satisfying the requirements identified in Section B.2.3, which, if selected in this Section B.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section B.2.3.1.3 and Section B.2.3.3. The Construction Manager shall comply with all obligations of the Owner under Section B.2.3 except to the extent provided below. The Construction Manager shall disclose to the Owner the amount of any deductible, and the Construction Manager shall be responsible for losses within the deductible and all losses not otherwise covered. The Construction Manager shall cause the Owner and Owner Parties as applicable to be included as an additional insured and/or mortgagee/loss payee. Upon request, the Construction Manager 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 Construction Manager's obligation to provide property insurance differs from the Owner's obligations as described under Section B.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.)
- § B.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.
- § B.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.
- § B.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.
- § B.3.3.2.5** Property insurance on an "all-risks" completed value form, covering property owned by the Construction Manager and used on the Project, including scaffolding and other equipment.
- § B.3.3.2.6 Other Insurance**
(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage

Limits

§ B.3.4 Performance Bond and Payment Bond

§ B.3.4.1 The Construction Manager shall provide surety bonds, from a company or companies licensed or registered and 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	100% of Contract Sum
Performance Bond	100% of Contract Sum

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.

§ B.3.4.2 The Construction Manger also shall require each Subcontractor whose subcontract value exceeds \$100,000 to provide a Payment Bond and Performance Bond with a penal sum equal to 100% of the contract price under such subcontract.

ARTICLE B.4 SPECIAL TERMS AND CONDITIONS

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

§ B.4.1 The Construction Manager shall require all Subcontractors to purchase and maintain during the Work, Commercial General Liability, Automobile Liability, Worker's Compensation and Employer's Liability, and excess or umbrella liability insurance policies providing coverages as broad as the coverages required of the Construction Manager, but with reasonable monetary limits established by the Construction Manager and agreed to by the Owner.

§ B.4.2 The Construction Manager shall obtain, and require its Subcontractors to obtain, a waiver of subrogation endorsement to each insurance policy required under Sections A.3.2 and A.3.3, waiving the insurers' rights to subrogate to a claim against the Owner Parties.

§ B.4.3 The Construction Manager and, as applicable, the Subcontractors shall bear all risks and be responsible for any uninsured losses due to policy deductibles, self-insured retentions, exclusions, limitations inadequacy, or absence of coverage.

§ B.4.4 The Construction Manager waives all claims against the Owner Parties for damage or loss to the Construction Manager's equipment, and shall require all Subcontractors to waive the same. Any insurance policy covering the Construction Manager's or Subcontractors' equipment against loss by physical damage shall include an endorsement waiving the insurer's right to subrogate to a claim against the Owner Parties.

§ B.4.5 In no event shall any failure by the Owner to promptly enforce the provisions of this Insurance and Bonds Exhibit, Article 11 of AIA Document A201-2017, or other insurance and bond requirements in the Contract Documents, be construed as a waiver by the Owner of the Construction Manager's obligations to purchase, maintain, or require the insurance and bonds specified herein. If the Construction Manager fails to purchase or maintain, or require to be purchased and maintained, the insurance and bonds specified herein, the Owner may, but shall not be obligated to, purchase equivalent insurance coverages or bonds, and the Construction Manager shall reimburse the Owner for any premiums paid therefor.

Additions and Deletions Report for AIA[®] Document A133[™] – 2019 Exhibit B

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 15:23:08 CT on 10/15/2021.

PAGE 1

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Construction Manager, dated the ___ day of _____ in the year Two Thousand Twenty

...

Western Heights LP
901 N. Broadway St.
Knoxville, TN 37917

...

B.2 OWNER'S PROPERTY INSURANCE

...

The ~~Owner and~~ Construction Manager 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~~Construction, as modified.

ARTICLE B.2 OWNER'S INSURANCE **ARTICLE B.2 PROPERTY INSURANCE**

Prior to ~~commencement of the Work, the Owner executing the Guaranteed Maximum Price Amendment, the~~ Construction Manager shall secure the insurance, and provide evidence of the coverage, required under this Article B.2 and, ~~upon the Construction Manager's request, and~~ provide a copy of the property insurance policy or policies required by Section B.2.3. Section B.2.3 to the Owner. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ B.2.2 Liability Insurance

~~The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.~~Intentionally omitted.

...

§ B.2.3.1 ~~Unless this obligation is placed on the Construction Manager pursuant to Section B.3.3.2.1, the Owner~~ The Construction Manager 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 B.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, Construction Manager, Subcontractors, and

Sub-subcontractors in the Project as insureds—their interests may appear. This insurance shall include the interests of mortgagees as loss payees-payees, including _____.

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N/A

...

N/A

~~§ B.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section B.2.3.1 or, if necessary, replace the insurance policy required under Section B.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 for the Project.~~

~~§ B.2.3.1.4 Deductibles and Self-Insured Retentions.~~ If the insurance required by this Section B.2.3 is subject to deductibles or self-insured retentions, the ~~Owner Construction Manager~~ shall be responsible for all loss not covered because of such deductibles or retentions.

~~§ B.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 B.2.3.1 have consented in writing to the continuance of ~~coverage~~ coverage or the Owner has replaced the insurance with property insurance covering the portion of the Work being occupied or used. The Owner and the Construction Manager 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.

~~§ B.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 B.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties. Intentionally omitted.~~

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

(Select the types of insurance the ~~Owner Construction Manager~~ 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.)

- § B.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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- § B.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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- § B.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.

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§ B.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.

§ B.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.) **Intentionally omitted.**

§ B.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.)*

§ B.2.5.2 Other Insurance
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage

Limits

ARTICLE B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS

...

§ B.3.1.1 Certificates of Insurance. The Construction Manager shall provide certificates of insurance and amendatory endorsements acceptable to the Owner evidencing compliance with the requirements in this Article B.3 at the following times: (1) prior to ~~commencement of the Work; executing the Agreement;~~ (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 B.3.2.1 and Section B.3.3.1. The certificates will show the Owner ~~as an additional insured on the Construction Manager's Commercial General Liability and excess or umbrella liability policy or policies.~~ Parties as additional insureds on all coverages except for Workers' Compensation, Employers' Liability, and Professional Liability. The certificates shall show the Construction Manager's insurances are primary and non-contributory, include waivers of subrogation against the Owner Parties for all lines of coverage, and provide a 30-day cancellation notice (by endorsement if necessary).

...

§ B.3.1.3 Additional Insured Obligations. To the fullest extent permitted by ~~law;~~ Law, the Construction Manager shall cause the commercial general liability coverage to include (1) ~~the Owner, the Architect, and the Architect's consultants liability, excess or umbrella liability, automobile liability, pollution liability, and builder's risk coverages~~ to include (1) the Owner Parties as additional insureds for claims caused in whole or in part by the Construction Manager's negligent acts or omissions during the Construction Manager's operations; and (2) the Owner as an additional insured Parties as additional insureds for claims caused in whole or in part by the Construction Manager'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, CG 20 32 07 04.04.~~ The Construction Manager shall require each of its Subcontractors to include the Owner Parties as additional insureds on a primary and non-contributory basis on their commercial general liability, excess or umbrella liability policies, and automobile liability policies.

§ B.3.2.1 The Construction Manager shall purchase and maintain at a minimum the following types and limits of insurance from an insurance company or insurance companies licensed or registered and lawfully authorized to issue insurance in the jurisdiction where the Project is located, and with a minimum A.M. Best Company rating of A-IX. The Construction Manager 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:

...

The Construction Manager shall maintain its Products and Completed Operations coverage, and any Professional Liability, Contractor's Professional Liability, and Pollution Liability coverages, until at least five years after Substantial Completion.

...

§ B.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 (\$) 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

...

- .4 bodily injury or property damage arising out of ~~completed products-completed operations;~~ and
- .5 the Construction Manager's indemnity obligations under Section 3.18 of the General ~~Conditions.~~Conditions and other indemnity obligations in the Contract Documents.

At a minimum, this insurance also shall include the following coverages: Premises-Operations (including Explosion, Collapse and Underground Hazards (XCU) coverage); Broad Form Property Damage; Personal Injury without the Employment Exclusion; and Blanket Contractual Liability that would apply to and secure the Construction Manager's indemnity obligations contained in Section 3.18 of AIA Document A201-2017 and elsewhere in the Contract.

§ B.3.2.2.2 The Construction Manager's Commercial General Liability policy under this Section B.3.2.2 shall not contain ~~an exclusion or restriction~~ any exclusions or restrictions of coverage for the following:

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§ B.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager, 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.

§ B.3.2.4 ~~The Construction Manager 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~~ Excess or umbrella liability insurance, providing the same or greater coverage as the coverages required under Section B.3.2.2 and B.3.2.3, and in no event shall any with policy limits of not less than Eight Million Dollars (\$8,000,000). In no event shall such 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.

...

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

§ B.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~~ Intentionally omitted.

§ B.3.2.8 If the Construction Manager is required to furnish professional services as part of the Work, the Construction Manager shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than (\$) per claim and ~~(\$)~~ One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) in the aggregate.

§ B.3.2.9 If the Work involves the transport, dissemination, use, or potential release of pollutants, the Construction Manager shall procure Pollution Liability insurance, with policy limits of not less than (\$) per claim and ~~(\$)~~ One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) in the aggregate.

§ B.3.2.10 Coverage under Sections B.3.2.8 and B.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 ~~(\$)~~ Two Million Dollars (\$2,000,000) per claim and Three Million Dollars (\$3,000,000) in the aggregate.

§ B.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. ~~Intentionally omitted.~~

§ B.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. ~~Intentionally omitted.~~

...

§ B.3.3.1 Insurance selected and described in this Section B.3.3 shall be purchased from an insurance company or insurance companies licensed or registered and lawfully authorized to issue insurance in the jurisdiction where the Project is ~~located.~~ located, and with a minimum A.M. Best Company rating of A-IX. The Construction Manager 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:

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§ B.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section B.2.3, which, if selected in this Section B.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section B.2.3.1.3 and Section B.2.3.3. The Construction Manager shall comply with all obligations of the Owner under Section B.2.3 except to the extent provided below. The Construction Manager shall disclose to the Owner the amount of any deductible, and the ~~Owner~~ Construction Manager shall be responsible for losses within ~~the deductible.~~ the deductible and all losses not otherwise covered. ~~The Construction Manager shall cause the Owner and Owner Parties as applicable to be included as an additional insured and/or mortgagee/loss payee.~~ Upon request, the Construction Manager 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:

...

~~The Construction Manager 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:~~ § B.3.4.1 The Construction Manager shall provide surety bonds, from a company or companies licensed or registered and lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

...

Payment Bond	<u>100% of Contract Sum</u>
Performance Bond	<u>100% of Contract Sum</u>

...

§ B.3.4.2 The Construction Manger also shall require each Subcontractor whose subcontract value exceeds \$100,000 to provide a Payment Bond and Performance Bond with a penal sum equal to 100% of the contract price under such subcontract.

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§ B.4.1 The Construction Manager shall require all Subcontractors to purchase and maintain during the Work, Commercial General Liability, Automobile Liability, Worker's Compensation and Employer's Liability, and excess or umbrella liability insurance policies providing coverages as broad as the coverages required of the Construction Manager, but with reasonable monetary limits established by the Construction Manager and agreed to by the Owner.

§ B.4.2 The Construction Manager shall obtain, and require its Subcontractors to obtain, a waiver of subrogation endorsement to each insurance policy required under Sections A.3.2 and A.3.3, waiving the insurers' rights to subrogate to a claim against the Owner Parties.

§ B.4.3 The Construction Manager and, as applicable, the Subcontractors shall bear all risks and be responsible for any uninsured losses due to policy deductibles, self-insured retentions, exclusions, limitations inadequacy, or absence of coverage.

§ B.4.4 The Construction Manager waives all claims against the Owner Parties for damage or loss to the Construction Manager's equipment, and shall require all Subcontractors to waive the same. Any insurance policy covering the Construction Manager's or Subcontractors' equipment against loss by physical damage shall include an endorsement waiving the insurer's right to subrogate to a claim against the Owner Parties.

§ B.4.5 In no event shall any failure by the Owner to promptly enforce the provisions of this Insurance and Bonds Exhibit, Article 11 of AIA Document A201-2017, or other insurance and bond requirements in the Contract Documents, be construed as a waiver by the Owner of the Construction Manager's obligations to purchase, maintain, or require the insurance and bonds specified herein. If the Construction Manager fails to purchase or maintain, or require to be purchased and maintained, the insurance and bonds specified herein, the Owner may, but shall not be obligated to, purchase equivalent insurance coverages or bonds, and the Construction Manager shall reimburse the Owner for any premiums paid therefor.