



AIA® Document A101® – 2017 Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the Twenty-Fifth day of March in the year Two Thousand Twenty-Six (In words, indicate day, month and year.)

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

Roof Replacement at J. Harvey Rodgers School and George Beach Administration Building
301 Georgetown Road, Glassboro, NJ 08028
560 Joseph L. Bowe Boulevard, Glassboro, NJ 08028
(FVHD 5537ER & 5537GR)

THE OWNER:
(Name, legal status and address)

Glassboro Public School District
560 Joseph Bowe Boulevard, Glassboro, NJ 08028

THE CONTRACTOR:
(Name, legal status and address)

USA General Contractors Corp.
167 State Route 33, Manalapan, NJ 07726

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ARTICLE A.1 GENERAL

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

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.

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 and such other parties as the Owner may designate as an additional insured, pursuant to A.3.1.3, on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies. The coverage maintained by the Contractor shall be written by companies licensed to do business in the State where the project is located and maintaining an AM BEST rating of A- or better with a financial size rating of Class IX or larger.

§ A.3.1.2 Deductibles and Self-Insured Retentions. The Contractor shall disclose, in accordance with A.3.1.1, to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor. Such deductibles or self-insured retentions shall be subject to the Owner's reasonable approval. The Contractor shall be responsible for all loss not covered because of such deductibles or retentions.

§ A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor (and all Subcontractors) shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds; Grant funded projects shall also include the State of NJ, NJ Dept. of Education, NJ Schools Development Authority & NJ Economic Development Authority as additional insured, 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 under Article A.3.2 Contractor's Required Insurance Coverage. The Products and Completed Operations insurance shall be maintained for five (5) years after final payment or the then current applicable statute of repose. A "per project endorsement" shall be included, so that the general aggregate limit applies solely to the Project that is the subject of this contract.

§ A.3.1.5 Contractor shall, without in any way altering Contractor's liability under the Contract or applicable law, obtain, pay for and maintain insurance for the coverages and amounts of coverage not less than those set forth below in the Schedule of Insurance Coverages and shall provide to Owner certificates issued by insurance companies satisfactory to Owner to evidence such coverage no later than 7 days from the date of the execution of this Contract and prior to any personnel or equipment being brought onto and/or before any work commences at the job site. The coverage afforded under any insurance obtained pursuant to this paragraph shall be primary to any valid and collectible insurance carried separately by any of the indemnities. Such certificates shall provide that there shall be no cancellation, non-renewal or material change of such coverage without thirty (30) days prior written notice to Owner. In the event of any failure by Contractor to comply with the provisions of this Article 3, Owner may, at its option, on notice to Contractor, suspend the Contract for cause until there is full compliance with this Article 3 and/ or terminate the Contract for cause. Alternatively, Owner may purchase such insurance at Contractor's expense, provided that Owner shall have no obligation to do so, and if Owner shall do so, Contractor shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages. Contractor shall provide to Owner a copy of any and all applicable insurance policies. The Owner shall be named as an additional insured on a primary and non-contributory basis on all Insurance Policies to be provided by the Contractor.

§ A.3.2 Contractor's Required Insurance Coverage

§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. 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 The Contractor shall either require each of his subcontractors to procure and to maintain during the life of their subcontracts, subcontractor's public liability and property damage, of the type and in the same amounts as specified below; or insure the activities of their subcontractors under their respective policies.

§ 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 (\$ 1,000,000.00) each occurrence, one million dollars (\$ 1,000,000.00) general aggregate, and one million dollars (\$ 1,000,000.00) aggregate for products-completed operations hazard (and independent contractor liability), 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.
- .6 the policy shall name the Owner, Architect, Construction Manager (if applicable) and their Consultants, Agents and Employees as additional insured; Grant funded projects shall also include the State of NJ, NJ Dept. of Education, NJ Schools Development Authority & NJ Economic Development Authority as additional insured.

§ 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.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than one million dollars (\$ 1,000,000.00) 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 Workers' Compensation at statutory limits applicable to the laws of the State and other State or Federal jurisdiction required to protect the employees of the Contractor and any Subcontractor who will be engaged in the

performance of this Contract. The certificate must also indicate that no proprietor, partner, executive officer or member is excluded. This insurance shall include Employers' Liability Protection.

§ A.3.2.6 Employers' Liability with policy limits not less than one million dollars (\$1,000,000) bodily injury, each occurrence, one million dollars (\$1,000,000) disease, each employer, and one million dollars (\$1,000,000) disease, aggregate limit. Including the employer's liability insurance under the umbrella insurance can satisfy the limit requirements.

§ A.3.2.13 Excess Liability, umbrella insurance form, applying excess of primary to the commercial general liability, commercial automobile liability and employer's liability insurance shall be provided with minimum limits in an amount such that the commercial general liability insurance and excess/umbrella is equal to \$2,000,000 per occurrence, general aggregate, and products/completed operations.

§ A.3.2.14 The General Liability insurance, General Aggregate and Umbrella Excess Liability limits shall apply and be written exclusively, in total, to this Project only. A per project endorsement for all coverages and limits must be included in each policy.

A.3.2.14.1 Bodily injury and property damage insurance policies shall be so written as to provide coverage for special hazards where such hazards will be incidental to subcontractors' work.

§ A.3.3 Contractor's Other Insurance Coverage

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

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

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

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

- § A.3.3.2.1** Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:
- (Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)*

- § A.3.3.2.4** Insurance for physical damage to property while it is in storage and in transit to the

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construction site on an "all-risks" completed value form.

[] § A.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.

[] § A.3.3.2.6 Other Insurance
(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage

Limits

§ A.3.4 Performance Bond and Payment Bond

The Contractor shall 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	Amount equal to the Contract Sum
Performance Bond	Amount equal to the Contract Sum

Payment and Performance Bonds shall be in a form acceptable to the Owner.

§ A.3.4.1 Contractor shall furnish each of the performance bond and payment bond meeting all statutory requirements of the State of New Jersey in form and substance satisfactory to the Owner and, without limitation, complying with the following specific requirements:

- .1 Except as otherwise required by statute, the form and substance of such bonds shall be satisfactory to the Owner in the Owner's sole judgment;
- .2 The bonds shall be executed by an approved surety company authorized to do business in the State of New Jersey and in accordance with N.J.S.A. 2A:44-143 and 2A:44-144, and with the three highest rating categories of rating companies nationally recognized and listed as per Appendix A, (go to www.nj.gov/dobi/surety.htm), and shall remain in effect for a period of not less than one year following the date of substantial completion or the time required to resolve any items of incomplete or inadequate work and the payment of any disputed amounts, whichever time period is longer;
- .3 The performance bond and the labor and material payment bond shall each be in an amount equal to the Contract Sum;
- .4 The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his/her power of attorney indicating the monetary limit of such power;
- .5 Any bond under this Paragraph must display the surety's bond number. A rider including the following provisions shall be attached to each bond:
 - .1 Surety hereby agrees that it consents to and waives notice of any addition, alteration, omission, change or other modification of the Contract Documents. Any other alterations, change, extension of time or other modification of the Contract Documents or a forbearance on the part of either the Owner or the Contractor to the other shall not release the surety of its obligations hereunder and notice to surety of such matter is hereby waived.
 - .2 Surety further agrees that in the event of any default by the Owner in the performance of the Owner's obligations to the Contractor under the Contract, the Contractor or surety shall cause written notice of such default (specifying said default in writing) to be given to the Owner, and the Owner shall have thirty (30) calendar days after receipt of such notice within which to cure such default or such additional reasonable time as may be required if the nature of such default is such that it cannot be cured within thirty (30) calendar days. Such notice of default shall be sent by certified or registered U.S. mail, return receipt requested, first class postage, prepaid to the Owner.

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



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User Notes:

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