

# AIA<sup>®</sup> Document A141<sup>®</sup> – 2024 Exhibit A

## Insurance and Bonds

This Exhibit dated the [ ] day of [ ] in the year [ ] (the “Exhibit”) is incorporated into AIA Document A141<sup>®</sup>–2024, Standard Form of Agreement Between Owner and Design-Builder for a Traditional Design-Build Project dated the [ ] day of [ ] in the year [ ] (the “Agreement”).

*(In words, indicate day, month, and year.)*

for the following **PROJECT**:

*(Name and location or address)*

Mesa Building OTP Remodel

4101 CR 222

Durango, CO 81303

**THE OWNER:**

*(Name, legal status, and address)*

«Southern Ute Indian Tribe»

«PO Box 737 »

«Ignacio, CO 81137 »

**THE DESIGN-BUILDER:**

*(Name, legal status, and address)*



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#### ARTICLE A.1 GENERAL

The Owner and Design-Builder shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term Agreement refers to AIA Document A141<sup>®</sup>–2024, Standard Form of Agreement between Owner and Design-Builder for a Traditional Design-Build Project.

#### ARTICLE A.2 OWNER’S INSURANCE

##### § A.2.1 General

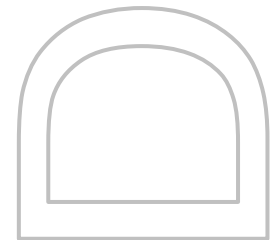
The Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2.

#### ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes 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 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 A141<sup>®</sup>–2024, Standard Form of Agreement Between Owner and Design-Builder for a Traditional Design-Build Project. Article 11 of A141–2024 contains additional insurance provisions.



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**§ A.2.2 Liability Insurance**

Prior to commencement of the Work, 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** Prior to commencement of the Construction Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Section A.2.3 and, upon the Design-Builder’s request, provide a copy of the property insurance policy or policies. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements. Unless this obligation is placed on the Design-Builder pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder’s risk “all-risks” completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner’s property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials supplied or installed by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Design-Build Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Design-Builder, and Subcontractors, in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

**§ A.2.3.1.1 Causes of Loss.** The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:  
*(Indicate below the cause of loss and any applicable sub-limit.)*

**Cause of Loss** **Sub-Limit**

**§ A.2.3.1.2 Specific Required Coverages.** The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to 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 Design-Builder’s services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:  
*(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)*

**Coverage** **Sub-Limit**

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

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

**§ A.2.3.2 Occupancy or Use Prior to Substantial Completion.** The Owner’s occupancy or use of any completed or partially completed portion of the Construction 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 Design-Builder shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

**§ A.2.3.3 Insurance for Existing Structures**

If the Construction 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 Construction Work as set forth in

Section 12.2.2 of the Agreement, “all-risks” property insurance, on a replacement cost basis, if commercially available, or otherwise on an actual cost value basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1.1, notwithstanding the undertaking of the Construction Work. The Owner shall be responsible for all co-insurance penalties.

**§ A.2.4 Optional Extended Property Insurance.**

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

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

- [  ] **§ A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner’s property, or the inability to conduct normal operations due to a covered cause of loss.
- [  ] **§ A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.
- [  ] **§ A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.
- [  ] **§ A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.
- [  ] **§ A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.
- [  ] **§ A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured’s business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.
- [  ] **§ A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Construction Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

**§ A.2.5 Other Optional Insurance.**

The Owner shall purchase and maintain the insurance selected below.

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

[  ] **§ A.2.5.1 Cyber Security Insurance** for first party loss due to data security and privacy breach, including coverage of losses for business interruption, cyber-extortion, breach of privacy, and identity theft. The Cyber Security Insurance coverage shall include costs of notifying affected parties, credit monitoring, recovery of compromised data, and forensic investigation of the potential or actual breach. The Cyber Security Insurance shall be subject to the following limits of coverage and other conditions.  
*(State applicable limits of coverage, including aggregate limits and sub-limits, and other conditions.)*

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

Coverage	Limits
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**ARTICLE A.3 DESIGN-BUILDER’S INSURANCE AND BONDS**

**§ A.3.1 General**

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

**§ A.3.1.2 Deductibles and Self-Insured Retentions.** The Design-Builder shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Design-Builder.

**§ A.3.1.3 Additional Insured Obligations.** To the fullest extent permitted by law, the Design-Builder shall cause the commercial general liability coverage, commercial auto liability, and commercial umbrella liability to include (1) the Owner as an additional insured for claims caused in whole or in part by the Design-Builder’s negligent acts or omissions during the Design-Builder’s operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Design-Builder’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, waive subrogation in favor of Additional Insureds, be stated on the certificate of insurance provided by Design Builder, 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.

**§ A.3.2 Design-Builder’s Required Insurance Coverage**

**§ A.3.2.1** Prior to commencement of the Work, the Design-Builder 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 Design-Builder shall maintain the required insurance until the expiration of the period for correction of Construction Work as set forth in Section 12.2.2 of the Agreement, unless a different duration is stated below:  
*(If the Design-Builder is required to maintain insurance for a duration other than the expiration of the period for correction of the Construction Work, state the duration.)*

**§ 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 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 Design-Builder's indemnity obligations under Section 3.1.14 of the Agreement.

**§ A.3.2.2.2** The Design-Builder'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 Design-Builder's Construction Work arising out of the products-completed operations hazard where the damaged Construction Work or the Construction 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 3.1.14 of the Agreement 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 Construction Work is to be performed on such a project.
- .8 Claims related to roofing, if the Construction Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco, or similar exterior coatings or surfaces, if the Construction Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement.
- .11 Claims related to explosion, collapse, and underground hazards, where the Construction Work involves such hazards.

**§ A.3.2.3** Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Design-Builder, with policy limits of 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 Design-Builder 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.

**Excess/Umbrella Liability**

**Commercial Umbrella/Excess Liability Insurance for bodily injury and property damage liability must sit over Contractor's primary Employer's Liability, Commercial General Liability and Commercial Automobile Liability with limits of:**

***Ten million dollars (\$10,000,000) each occurrence and aggregate.***

All coverages and terms required under the Commercial General Liability, Automobile Liability and Employer's Liability must be included on the Excess/Umbrella Liability policy.

Higher limits or lower limits may be required or accepted by Owner.

Construction Manager's Excess/Umbrella Liability Policy shall provide liability coverage, subject to the terms and conditions

of the policy, in excess of all available underlying coverage before any primary or excess coverage held by any Additional Insured.

**§ A.3.2.5 Workers' Compensation at statutory limits.**

**§ A.3.2.6 Employers' Liability with policy limits of 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 Leased Employee Liability.** If Design Builder leases one or more employees through the use of a payroll, employee management or other company, and workers compensation/employer's liability coverage is not provided by the payroll, employee, management or other company, then the Design Builder must directly procure workers compensation/employer's liability insurance. The workers' compensation and employer's liability coverage provided to and for the leased employees by the payroll, employee management or other company shall be evidenced and include an Alternate Employer/Leased Employee Endorsement, naming Design Builder as the alternate employer. The employer's liability must be scheduled under applicable umbrella (except in state where employer's liability is unlimited). The insurance shall be written on a "minimum premium" or "if any" policy form.

**§ A.3.2.8 Equipment Floater.** Design Builder shall maintain at its sole cost and expense insurance to protect its own equipment, tools and materials against risk of loss with sufficient limits to cover the value of all of the equipment, tools and materials Design Builder may use in performance of the Work. Design Builder is solely responsible for any deductibles, self-insured retentions or uninsured losses for any reason arising out of Design Builder's obligations of this Section. Coverage shall include equipment leased/borrowed/rented by Design Builder.

**§ A.3.2.7 Professional Liability insurance covering performance of professional services, with policy limits of one million dollars (\$ 1,000,000) per claim and two million dollars (\$ 2,000,000) in the aggregate.** The Professional Liability insurance shall be effective from the earliest date that the design services of the Design-Builder, the Architect, or Consultants commenced for the Project until completion of the period for correction of the Construction Work. The coverage required by this Section is in addition to any professional liability coverage the Design-Builder requires of the Architect, Consultants, or Subcontractors.

**§ A.3.2.9 Cyber Security Insurance** for first- and third-party loss due to data security and privacy breach, including coverage of losses for business interruption, cyber-extortion, breach of privacy and identity theft. The Cyber Security Insurance coverage shall include costs of notifying affected parties, credit monitoring, recovery of compromised data, and forensic investigation of the potential or actual breach. The Cyber Security Insurance shall be subject to the following limits of coverage and other conditions:

*(State applicable limits of coverage, including aggregate limits and sub-limits, and other conditions.)*

n/a

**§ A.3.3 Design-Builder'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 Design-Builder shall maintain the required insurance until the expiration of the period for correction of the Construction Work as set forth in Section 12.2.2 of the Agreement, unless a different duration is stated below:

*(If the Design-Builder 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 the Construction Work, state the duration.)*

**§ A.3.3.2** The Design-Builder 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 Design-Builder 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 Design-Builder shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Design-Builder shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Design-Builder 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 Agreement unless otherwise set forth below:

*(Where the Design-Builder'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 Agreement, indicate the responsible party below.)*

[ ]

[ ] § A.3.3.2.2 **Railroad Protective Liability Insurance**, with policy limits of [ ] (\$ [ ]) per claim and [ ] (\$ [ ]) in the aggregate, for Construction Work within fifty (50) feet of railroad property.

[ ] § A.3.3.2.3 **Asbestos Abatement Liability Insurance**, with policy limits of [ ] (\$ [ ]) per claim and [ ] (\$ [ ]) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

[ ] § A.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

[ ] § A.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the Design-Builder 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 Design-Builder and any applicable limits.)*

**Coverage**

**Commercial Umbrella/Excess Liability Insurance for bodily injury and property damage liability must sit over Contractor's primary Employer's Liability, Commercial General Liability and Commercial Automobile Liability with limits of:**

All coverages and terms required under the Commercial General Liability, Automobile Liability and Employer's Liability must be included on the Excess/Umbrella Liability policy.

Refer to Section A.3.2.4

**Limits**

**Ten million dollars (\$10,000,000) each occurrence and aggregate.**

**§ A.3.4 Insurance Coverage Required of Design-Builder's Architect, Consultants, and Subcontractors**

The Design-Builder shall require the Architect, Consultants, and Subcontractors to 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 Design-Builder shall obligate the Architect, Consultants, and Subcontractors to maintain the required insurance until the expiration of the period for correction of the Construction Work as set forth in Section 12.2.2 of the Agreement, unless a different duration is stated below.

*(List below the types of insurance required of the Design-Builder's Architect, Consultants, and Subcontractors and any*

*applicable limits. In addition, if the Design-Builder is to obligate the Architect, Consultants, or Subcontractors to maintain any of the types of insurance indicated below for a duration other than the expiration of the period for correction of the Construction Work, state the duration.)*



**§ A.3.5 Performance Bond and Payment Bond - NIC**

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

**§ A.4.1** The Owner and Design-Builder waive all rights against (1) each other and any of their consultants, subcontractors, sub-subcontractors, agents, and employees, each of the other; and (2) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for losses to the extent those losses are covered by cyber-insurance required by this Agreement, except such rights as they have to proceeds of such insurance. The Owner or Design-Builder, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Separate Contractors, consultants, subcontractors, and sub-subcontractors.

**§ A.4.2** Other special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

n/a

