



# 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 \_\_\_ day of in the year 2025  
(In words, indicate day, month and year.)

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

JustStorage Self-Storage  
37001 Warren Road  
Westland MI 48185

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

DPM Westland Self Storage Fund 1 LLC  
c/o DealPoint Merrill, LLC.  
21800 Burbank Blvd.  
Suite 350  
Woodland Hills, CA 91367

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

TBD

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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 A201™–2017, General Conditions of the Contract for Construction.

##### 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 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

##### 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.

**§ 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** Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk “all-risks” completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner’s property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

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

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

Causes of Loss	Sub-Limit
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**§ 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 Architect’s and Contractor’s services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:

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

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

**§ A.2.3.1.4 Deductibles and Self-Insured Retentions.** If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions unless caused by the negligent acts or omissions of Contractor, its Subcontractors, its Suppliers or others for whom it is responsible.

**§ A.2.3.2 Occupancy or Use Prior to Substantial Completion.** The Owner’s occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

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

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, “all-risks” property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

(Paragraphs Deleted)

(Table 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 as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

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

**§ A.3.1.3 Additional Insured Obligations.** To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner DPM Westland Self Storage Fund 1 LLC, a Delaware limited liability company, Owner's affiliates including, without limitation, DealPoint Merrill, LLC a Delaware limited liability company, lenders (if any) of Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner, a Delaware limited liability company, Owner's affiliates including, without limitation, DealPoint Merrill, LLC a Delaware limited liability company and lenders (if any) of Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 11 85, or both CG 20 10 07 04 and CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

### **§ 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 plus three (3) years, unless a different duration is stated below:

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

#### **§ A.3.2.2 Commercial General Liability**

**§ A.3.2.2.1** Commercial General Liability insurance for the Project written on an occurrence form (modified occurrence and claims-made forms are not acceptable for this or umbrella/excess liability policies) with policy limits of not less than One Million Dollars (\$ 1,000,000.00 ) each occurrence, Two Million Dollars (\$ 2,000,000.00 ) general aggregate to be provided on a "per project" basis by endorsement acceptable to Owner, and Two Million Dollars (\$ 2,000,000.00 ) aggregate for products-completed operations hazard (which Contractor shall maintain in effect on an annual renewal basis for at least ten (10) years following final completion and acceptance of the Work by Owner), 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 with contractual exclusion deleted;

- .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 including a duty to defend in addition to without reducing the limits of liability of the policy(ies).

§ 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 (XCU exclusions).

All liability policies shall provide, without limitation, severability of interests (separation of insureds), no insured vs. insured or cross-suits exclusions or limitations, contractual liability (insured contract) coverage (including coverage to the maximum extent possible for the indemnification contained in Section 3.18 of the General Conditions), broad form property damage coverage (including completed operations) and a duty to defend in addition to (without reducing) the limits of liability of the policy(ies). Contractor's insurance shall be primary and non-contributory coverage, and any insurance carried by Owner is secondary and excess.

§ 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, with deductibles or self-insured retentions acceptable to Owner, specifying "any auto" coverage or "all owned, leased, hired and non-owned autos." If Contractor or its Subcontractors of any tier transport any hazardous materials, the automobile liability policy shall include ISO endorsement forms MCS-90 and CA 99 48 or equivalent endorsements providing coverage for environmental and pollution claims. The commercial automobile liability insurance shall include, but not be limited to, contractual liability coverage and insured status for Owner. Such policy must provide or be endorsed to provide a waiver of all rights (including, but not limited to, subrogation) against Owner and other Owner Parties.

§ 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.

§ A.3.2.6 Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000.00 ) each accident, One Million Dollars (\$ 1,000,000.00 ) each employee, and One Million Dollars (\$ 1,000,000.00 ) policy limit.

**§ A.3.2.6.1 Workers' Compensation and Employer's Liability Policies shall contain Broad Form All State**

**Endorsement. To the fullest extent allowed by law,** such policies shall contain a waiver of subrogation in favor of Owner, and its members, managers, parents, subsidiaries, partners, affiliates, officers, directors, shareholders, agents and employees (collectively, "Owner Parties"). If leased employees are used by Contractor, an alternate employer's endorsement acceptable to Owner shall be provided. The insurance required by this subparagraph shall be in strict accordance with the applicable worker's compensation laws in effect during performance by the Contractor pursuant to this Agreement and during performance by any subcontractor and supplier. Contractor shall require each subcontractor and supplier to purchase and maintain such insurance coverage as provided in subparagraphs A.3.2.5 and A.3.2.6, with the same waiver of subrogation in favor of the Owner Parties.

**§ 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 One Million Dollars (\$ 1,000,000.00 ) per claim and Two Million Dollars (\$ 2,000,000.00 ) in the aggregate, and with deductibles or self-insured retentions acceptable to Owner. The policy shall include without limitation contractual liability coverage to the maximum extent possible for the indemnification contained in Section 3.18 of the AIA Document A201 General Conditions. Contractor agrees to maintain this coverage continuously in effect during the term of this Agreement and at least ten (10) years beyond the completion or termination of such design/build work or completion of the Project, whichever is later. In the event that Contractor subcontracts any portion of his design/build duties, it shall require any such subconsultant/subcontractor to purchase and maintain insurance coverage as provided in this subparagraph.

**§ A.3.2.9** If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Contractor's Pollution Liability ("CPL") insurance, with policy limits of not less than One Million Dollars (\$ 1,000,000.00 ) per claim and Two Million Dollars (\$ 2,000,000.00 ) in the aggregate. The CPL insurance shall be maintained continuously in effect by Contractor during the term of this Agreement and until all claims and suits arising out of the Work which are actually or potentially covered by the CPL policies are barred by the applicable statutes of limitations and repose (the "CPL Coverage Period"). Owner, Owner's lender(s) and all other required Additional Insured shall be included as additional insureds on the CPL policies by endorsement(s) acceptable to Owner for the duration of the CPL Coverage Period. The CPL policies shall not contain any insured vs. insured or cross-suits exclusions or limitations and shall have a retroactive date no later than the date of commencement of the Work by or for Contractor.

**§ A.3.2.10** Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than One Million Dollars (\$ 1,000,000.00 ) per claim and Two Million Dollars (\$ 2,000,000.00 ) in the aggregate, and with deductibles or self-insured retentions acceptable to Owner.

### **§ 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 plus three (3) years, 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.)*

Follow Form Excess or Umbrella Liability written on an occurrence policy form, at least as broad as the primary Commercial General Liability insurance, with limits of not less than Ten Million (\$10,000,000.00) per occurrence/annual aggregate in excess of the limits of the required employer's liability, Commercial General Liability and auto liability policies.

Equipment Floater and Installation Floater covering all tools, equipment, machinery, or other personal property of the Contractor and Subcontractors as may be applicable.

**§ A.3.3.3 Subcontractors and Sub-subcontractors.** The Contractor shall, before permitting any of its Subcontractors to perform any Work at, or to enter upon, the Project site, require each Subcontractor by written contract to carry insurance with terms and limits that are specified above except for umbrella liability requirements which may be satisfied by a Subcontractor carrying \$2,000,000 of commercial general liability plus \$1,000,000 of umbrella coverage. Subcontractors are not required to carry pollution liability unless their work includes such hazards. As to professional liability, this requirement only applies to those Subcontractors furnishing design services as part of their scope of work. The requirements set forth in this Subsection shall apply equally to Sub-subcontractors. Subcontractor shall name Owner, its affiliates and all those identified in A.3.1.3 above as additional insured under Contractor's policies as additional insured and with the same ISO forms specified in A.3.1.3 above.

*(Paragraphs Deleted)*

*(Table Deleted)*

**§ A.3.4 Performance Bond and Payment Bond**

*(Paragraph Deleted)*

No Payment and Performance Bonds are currently required.  
*(Specify type and penal sum of bonds.)*

Type	Penal Sum (\$0.00)
Payment Bond	Contract Sum
Performance Bond	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.

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

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

All Contractor's and Subcontractors' policies shall contain a waiver of subrogation in favor of Owner, any Additional Insured and their respective members, managers, parents, subsidiaries, partners, affiliates, officers, directors, shareholders, agents and employees.

The interests of the Contractor and Subcontractors of every tier in any insurance proceeds shall be subject to the interest of any lender(s), and the right of such lender(s) to apply the proceeds pursuant to the terms of its mortgage, deed of trust and/or any other security agreement or instrument.

Prior to commencing the Work, Contractor shall deliver to Owner the endorsements and waivers of subrogation referred to above, as well as certificates of insurance evidencing the coverages referred to above, including waivers, endorsements and certificates from the subcontractors and suppliers. Each certificate and endorsement must have an original signature by an authorized agent of the respective insurers. Rubber stamped signatures will not be accepted.

- (i) All policies shall be endorsed to provide Owner with thirty (30) days advance written notice of cancellation (ten (10) days in the event of cancellation for non-payment of premium).
- (ii) To the fullest extent permitted by law, any provision in any certificate of insurance which states or implies that the certificate does not confer rights upon Owner shall be deleted and is hereby deemed deleted from such certificate.
- (iii) Upon Owner's request, Contractor (as well as the Subcontractors of every tier and suppliers) shall provide to Owner a complete certified copy of the policies referred to in this Exhibit A, as well as renewal/replacement policies, endorsements and certificates.

All insurance referred to in this section to be carried by Contractor and Subcontractors of every tier shall be maintained by them at its and their sole expense, with insurance carriers qualified to do business in the state where the Project is located and having a rating of not less than A:X from A.M. Best & Co., unless Owner, in its sole discretion, accepts a lower Best's rating.

Contractor shall immediately notify Owner in writing upon receipt by Contractor, or its agent or broker, of any notice of cancellation, non-renewal or rescission of any policy required to be maintained pursuant to this Exhibit A. In addition, Contractor shall immediately notify Owner in writing in the event payment of any claim(s) results in impairment of fifty percent (50%) or more of the aggregate limits of the Commercial General Liability and Umbrella/Excess liability policies required to be maintained by Contractor pursuant to this Exhibit A. In the event Contractor fails to secure or maintain any policy of insurance required hereby, Owner may, at its sole discretion, secure such policy of insurance in the name of and for the account of Contractor and in such event, Contractor shall reimburse Owner upon demand for the cost thereof.

If Contractor's standard insurance exceeds the policy limits and coverage set forth in this Exhibit A, those limits shall be maintained.