

SCRIPT (9/28/22)

Introduction

pp.	Spkr.	Topic	Point
-	AC	Panelist Introduction	Alexandra Cole (Perkins Coie) Neil Kessler
-	BL	Overview of Paper	<p>Part 1: Commentary and Appendix of AIA Forms (pp. 1 – 77) Part 2: Appendix of Forms: ISO/ACORD forms (pp. 78 – 174), and Endnotes (pp. 175 - 230)</p> <ul style="list-style-type: none"> • 3 Table of Contents (pp. i – v)(pp. vi – vii)(pp. viii – xiv) • Appendix of Forms (pp. xv – xvi) including A201-2017 and AIA’s 2017 Insurance Exhibit and our Modified Insurance Exhibit. • Linked articles (p. xvi). • Helpful Reading (p. xvii). • Endnotes (pp. 175 - 230). <p>Objectives f the Paper:</p> <p>provide ACREL readers with a <u>resource</u> that addresses A Dozen Things You Wish You Had Known as to insurance for a construction project; and the</p> <p>Objectives of the Presentation:</p> <p>introduces AIA’s 2017 response, and provides an <u>understanding of insurance</u> for AIA construction projects.</p>
-	BL	As to Presentation	<p>Part 1. The presentation will be a conversation as to the A201 and the A101-2017 Insurance Exhibit A – the 2017 Insurance Exhibit and the Modified Insurance Exhibit</p> <ul style="list-style-type: none"> • Brief Webinar time, this outline is a witness to magnitude of the endeavor and thus will have a conversation about the A201 requirements and the 2017 Insurance Exhibit; and, if time permits, proceed as far as can into a conversation about the Modified Insurance Exhibit, but likely not review it in its entirety;

			<ul style="list-style-type: none"> Suggest audience open to the A201 (p. 29) and locate the 2 Insurance Exhibits (pp. 37 – 43) (pp. 44-77) and merely follow the conversation.
1-2	BL	<i>A Dozen Things You Wish You Had Known</i>	<p>Pre-2017 AIA: Deferred to the parties to draft the insurance provisions and specifications.</p> <ul style="list-style-type: none"> Resulted in narrative style and the <i>Dozen Things</i> Brief review of the <i>Dozen Things</i>:
1	BL	<u>1. About Knowledge</u>	<ul style="list-style-type: none"> Authors' experience – lawyers resistant to undertaking effort required to understand the insurance provisions they include in their documents and to follow up with clients to assure drafted provisions are fulfilled. On occasion resistance risen to heated rhetoric: <ul style="list-style-type: none"> "I only draft the provisions. I am not an insurance person. It up to the client understand and implement the provisions." Difficult to access insurance forms and knowledge. (ISO forms not
1	BL	<u>2. About Certificates of Insurance</u>	<ul style="list-style-type: none"> Disclaimers - Courts = May not be relied on. Court: "unreasonable to rely on..." Not certificates of the insurer. Not create insurance. Prepared by lowest paid employee. Estimated 50% have errors. "<i>fictitious insured syndrome</i>." Perhaps of some value.
1	BL	<u>3. About Words</u>	Antiquated, problematic and just plain wrong.
2	BL	<u>4. About Notice</u>	No obligation to give advanced notice of insurance cancellation or material to persons other than to 1 st Named Insured, unless obtain endorsement from insurer to provide advanced notice to others (<i>e.g.</i> , the additional insureds, the Owner's lender).

2	BL	5. <u>About Indemnities and Liability Insurance</u>	<ul style="list-style-type: none"> • Insurance does not “cover” contractual indemnities. “Apply” to but subject to scope of insurance (bodily injury and property damage); deductibles. Defense inside the policy limits. Indemnity = private insurance. • Anti-indemnity and anti-additional insured statutes (but with statutory exceptions). Additional insured coverage for risks falling into the <i>exceptions</i> to the “anti”.
2	BL	6. <u>About Additional Insured Specifications</u>	<p>Potentially meaningless in specifications if merely state “<i>shall be an additional insured</i>”.</p> <p>Although a common risk management technique, it is also the most commonly misunderstood, even by professionals (seen certificates of insurance stating x is an additional insured, but then actual endorsement has language negating coverage, <i>e.g.</i>, “except if the additional insured is negligent”).</p>
2	BL	7. <u>About Completed Operations Coverage</u>	<p>In many jurisdictions, if not the majority of jurisdictions, a contractor’s CGL insurance insures the contractor for damages to property, even including its work product, if the damage occurs due to the defective work of subcontractors.</p> <p>Important but potentially not enforce when most needed as Owner does not assure Contractor maintains completed operations coverage in Owner’s favor until expiration of the Statute of Repose.</p>
2	BL	8. <u>About Blanket Additional Insured Coverage</u>	<p>= a Blanket with holes.</p> <p>Example: “You are an additional insured, but only if you and the named insured have entered into a contract to add you as an additional insured on the named insured’s insurance.”</p>
2	BL	9. <u>About Builder’s Risk Insurance</u>	<p>Not all builder’s risk policies are the same.</p>
2	BL	10. <u>About Insurance Arising out of</u>	<p>Contractor’s CGL insurance can apply to insure property damage arising of the “occurrence” of “accidental” construction defects.</p>

		<u>Construction Defects</u>	
2	BL	11. <u>About Invisible Exclusions</u>	Not disclosed in certificates of insurance, but can get coverage.
2	BL	12. <u>About Self-Insurance</u>	Self-insurance is not insurance.
3	BL	AIA Prior to 2017	Generally referred to the types of risks to be insured and called upon the parties to draft the insurance specifications. Resulted in parties running afoul of the <i>A Dozen Things You Wish You Had Known</i> .
37-43	BL	<u>2017 Insurance Exhibit.</u>	Hybrid: <u>Narrative and Checklist</u> . Relatively short. Omits specifying many standard ISO forms
44-77	BL	<u>Modified Insurance Exhibit</u>	Fills in <u>gaps and adds details</u> including specification of additional ISO forms to describe the minimum required insurance

A201-2017 General Conditions of Construction

pp.	Spkr.	Topic	Point
29-32	BL	Risk Management Provisions:	Contractual allocation of duties = risk. Management = duties, indemnity, insurance & waivers.
29	BL	§ 3.18.1 <i>Indemnity</i>	May be reinsured under CGL and other liability insurance as an “insured contract” = exclusion with an exception.
29	BL	§ 3.12.10 § 3.12.10.1	<i>Professional Services.</i> If Contract Documents Require
30	BL	§ 10.2.1 <i>Safety of Persons and Property</i>	Contractor to take reasonable precautions for ... and provide reasonable protection to prevent
30	BL	§ 10.2.5 <i>Risk of Loss or Damage</i>	Contractor to remedy damage or loss ... <i>caused in whole or in part by</i> Contractor, Subcontractor, Subcontractor ... Permits Contractor to file Claims in the dispute resolution process for <i>“cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable,</i> <i>and not attributable to the fault or negligence of the Contractor”.</i>
31	BL	§ 11.1.1 <i>Contractor’s Insurance and Bonds</i>	Contractor shall purchase insurance of types and limits of liability, containing endorsements ... <i>as described in the Agreement...</i> from insurance companies lawfully authorized to issue ... in the jurisdiction Owner, Architect , and Architect’s consultants shall be named as <i>additional insureds</i> under the Contractor’s commercial general liability policy or as otherwise described in the Contract Documents.

31	BL	<p>§ 11.2.1 <i>Owner's Insurance – Claims Insured</i></p>	<p>Owner shall purchase insurance of the types and limits of liability, containing the endorsements ... as described in the Agreement from an insurance company ... authorized to issue ... in the jurisdiction</p>
31	BL	<p>§ 11.2.2 <i>Failure to Purchase Required Property Insurance</i></p>	<p>... Owner shall inform the Contractor</p>
32	BL	<p>§ 11.3.1 <i>Waivers of Recovery and Subrogation</i></p>	<p>Owner and Contractor waive all rights against (1), (2) and (3) as to damages caused by fire, or other causes of loss to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project;</p> <p>Owner and Contractor shall require similar written waivers in favor of the individuals and entities identified above (1), (2) and (3); and</p> <p>The policies of insurance shall not prohibit this waiver of subrogation.</p>
32	BL	<p>§ 11.5.1 <i>Adjustment and Settlement of Insured Loss</i></p>	<p>Owner as fiduciary and made payable to Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause</p>

AIA 2017 Insurance Exhibit (Unmodified):

Note cryptic divisions and some without headings at pp. vi – vii.

Note detailed divisions and all with headings at pp. viii - xiv for the **Modified Insurance Exhibit**.

pp.	Spkr.	Topic	Point
37	BL	Art. A.1 <i>General</i>	Owner and Contractor shall purchase ... insurance, and provide bonds, as set forth in this Exhibit ... A201....
37	BL	Art. A.2 Owner's Insurance	Owner is to acquire insurance required by Art. A.2, and, upon Contractor's request, provide a copy of the property insurance required by § A.2.3.
38	BL	§ A.2.2 <i>Liability Insurance</i>	Owner's usual.... Qs?: Is Owner's usual liability insurance good enough for the Contractor? Is Owner's usual liability insurance good enough for the Owner?
38	CC	§ A.2.3 <i>Required Property Insurance</i> § A.2.3.1 _____ <i>(Builder's Risk)</i>	<i>Unless this obligation is placed on the Contractor pursuant to § A.3.3.2.1, (thus form provides a choice).</i> Qs?: Reasons to choose Owner? vs. reasons to choose Contractor? Note form is set up so the default is for Owner-placed builder's risk insurance. If obtained by the Owner, then: <ul style="list-style-type: none"> • Insurers are to be insurers <i>authorized</i> to issue • Builder's risk "all-risks" completed value or <i>equivalent</i> policy form. • Total value of the entire Project on a replacement cost basis. No less than initial Contract Sum, plus subsequent Modifications. • Maintained until Substantial Completion and thereafter as provided in § A.2.3.1.3 (see § below "until expiration of

			<p>the period for correction of the Work”), unless otherwise provided.</p> <ul style="list-style-type: none"> • Include the interests of Owner, Contractor, Subcontractors, and Sub-subcontractors as insureds. • Mortgagees as loss payees.
38	CC	<p>§ A.2.3.1.1 <i>Causes of Loss</i></p>	<ul style="list-style-type: none"> • Coverage for direct physical loss or damage. • Shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. • Shall provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. • Sublimits if any: _____.
38	CC	<p>§ A.2.3.1.3 _____ <i>(Term)</i></p>	<p>Unless the parties agree otherwise, upon Substantial Completion, the <u>Owner</u> shall continue, the insurance required by § A.2.3.1 or if necessary, replace the insurance policy required under § A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect <u>until expiration of the period for correction</u> of the Work set forth in § 12.2.2 of the AIA A201 <i>General Conditions</i>.</p>
38	CC	<p>§ A.2.3.1.4 <i>Deductibles and Self-Insured Retentions</i></p>	<p>“If 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 loss or retentions.”</p> <p>Q?: If Owner is to self-insure, ok for the Contractor?</p>
38	CC	<p>§ A.2.3.2 <i>Occupancy or Use Prior to Substantial Completion</i></p>	
39	BL	<p>§ A.2.3.3</p>	

		<i>Insurance for Existing Structures</i>	
39	CC	<p>§ A.2.4 <i>Optional Extended Property Insurance</i></p> <p>.1 - .7</p>	Brief description of these insurance extensions.
40	CC	<p>§ A.2.5 <i>Other Optional Insurance</i></p> <p>.1 _____ (<i>Cyber Security Insurance</i>).</p>	Very brief.
40	BL	Art. A.3 Contractor's Insurance and Bonds	
40	BL	<p>§ A.3.1.1 <i>Certificates of Insurance</i></p>	<ul style="list-style-type: none"> Note form does not require the Contractor to deliver a copy of its liability insurance policies to Owner, but only required to provide <u><i>certificates of insurance</i></u>. Note that the disclaimers turn <i>Certificates of Liability Insurance (COLI)</i> into something other than a <i>certificate</i> and courts hold that they are not to be relied upon by the Certificate Holder (or anyone else). See Mod. § A.3.1.1.2.1 <i>Proof of Insurance – Matters Certified – Insurance Binders; Proof of Liability Insurance</i> on pages 48-49 for our recommended process (copy of policy, and if copy not available, an ACORD 75 Insurance Binder), except as to “Small Subcontractors”) an ACORD 25 Certificate of Liability Insurance.
40	CC	§ A.3.1.2	“Contractor shall disclose to the Owner any deductibles or self-insured retentions”.

		<i>Deductibles and Self-Insured Retentions</i>	Qs?: When discloses? If Contractor self-insures, ok for the Owner? Ok for the Contractor?
40	CC	§ A.3.1.3 <i>Additional Insured Obligations</i>	<ul style="list-style-type: none"> • “To the fullest extent permitted by law,” • To extent commercially available, additional insured coverage shall be no less than ISO CG 20 10 07 04 and with respect to the Architect and the Architect’s consultants, CG 20 32 07 04. <p>See Appendix of Forms: CG 20 10 07 04 at page , and CG 20 32 07 04 at page .</p>
40	BL	§ A.3.2 Contractor’s Required Insurance Coverage	
40	BL	§ A.3.2.1 _____	... <i>until</i> the expiration of the period for the correction of the Work.
41	BL	§ A.3.2.2.1 <i>Commercial General Liability</i>	
41	CC	§ A.3.2.2.2 _____ (Prohibited Exclusions)	... not contain: Give several examples.
41	BL	§ A.3.2.3 _____ (Automobile Liability)	
41	CC	§ A.3.2.4 _____ (Combination of Primary and Excess or Umbrella)	

42	BL	<p>§ A.3.2.5</p> <hr/> <p><i>(Workers' Compensation)</i></p>	
42	CC	<p>§ A.3.2.8</p> <hr/> <p><i>(Professional Liability)</i></p>	
42	CC	<p>§ A.3.2.9</p> <hr/> <p><i>(Pollution Liability)</i></p>	
42	CC	<p>§ A.3.2.12</p> <hr/> <p><i>(Aircraft)</i></p>	
42	BL	<p>§ A.3.3 Contractor's Other Insurance Coverage</p>	
42	BL	<p>§ A.3.3.2.1</p> <hr/> <p><i>(Property Insurance)</i></p>	
43	CC	<p>§ A.3.3.2.3</p> <hr/> <p><i>(Asbestos Abatement Liability Insurance)</i></p>	
43	CC	<p>§ A.3.3.2.4</p> <hr/> <p><i>(In Storage and in Transit)</i></p>	

43	CC	§ A.3.3.2.5 <hr/> <i>(Property Owned by Contractor including Scaffolding and other equipment)</i>	
43	BL	§ A.3.4 <i>Performance and Payment Bond</i>	

Art A.4 Special Terms and Conditions

pp.	Spkr.	Topic	Point
43	BL	Contents	Basically a placeholder for the parties to add deal specific special terms and conditions.

Modified Insurance Exhibit

pp.	Spkr.	Topic	Point
44	BL	Mod. § A.2.1 <i>General</i>	<ul style="list-style-type: none"> • Protocols: Gave each insurance specification a heading. In cross references added the cross referenced Section’s heading following the referenced Section number. Identified ISO forms that provide the coverage specified or that are objectionable. • Proof of Insurance: <i>Prior to commencement of the Work, Owner to provide evidence of the coverage required; and</i> <i>upon Contractor’s request copy of liability and property insurance required....</i>
44	BL	Mod. § A.2.2 <i>Liability Insurance</i>	<p><i>(Parenthetical note to modify reference to Owner’s usual general liability insurance if Owner is to purchase liability insurance other than its usual liability insurance; modify to set out specifications.)</i></p>
44-45	BL	Mod. § A.2.3.1 <i>Builder’s Risk Insurance</i> <i>(d) Insureds and Loss Payee:</i>	<p><i>Unless this obligation is placed on the Contractor pursuant to Mod. § A.3.3.2.1, (a choice) the Owner shall purchase Builder’s risk insurance ... completed value policy form or equivalent policy form “or other policy form more beneficial to the Protected Persons” and sufficient to cover the total value of the (i) entire Project on (ii) a replacement cost basis.</i></p> <p>Owner, Contractor, Subcontractors</p>
45	BL	Mod. § A.2.3.1 <i>Builder’s Risk Insurance – Causes of Loss</i>	<p>Continues same contractual language as in the 2017 Insurance Exhibit (but with headings).</p> <p>.2 Not Excluded Causes: “....”</p>

46	BL	Mod. § A.2.3.3 <i>Insurance for Existing Structures</i>	
46	CC	Mod. § A.2.4 <i>Optional Extended Property Insurance</i>	Brief explanation of .1 - .5.
48	BL	Mod. Art. A.3 <i>Contractor's Insurance and Bonds</i>	
48-52	BL	Mod. § A.3.1.1 <i>Proof of Insurance – Times Provided</i>	
48-49	BL	Mod. § A 3.1.1.2 <i>Matters Certified</i>	
48-49	BL	Mod. § A.3.1.2.2.1 <i>Insurance Binders; Proof of Liability Insurance</i>	
49-51	BL	Mod. § A.3.1.1.2.2 <i>Attachments</i>	Attachments = copy of endorsements.
51	BL	Mod. § A.3.1.1.1.2.2.7 <i>Schedule of Forms</i>	Confirms issuance and what issued.
51	BL	Mod. § A.3.1.1.1.2.2.8 <i>Policy Language</i>	
51-52	BL	Mod. § A.3.1.1.2.2	<i>Provided if</i> policies are issued and a copy available, then a copy of the liability and property policies are to be delivered to Owner and Owner's Lender;

		<i>Proof of Property Insurance; Copy of Policies</i>	<p>or, if not issued and available, then ACORD 75 Insurance Binder,</p> <p>and <i>provided, however</i>, as to Subcontractors the amount of whose work is agreed by Owner and Contractor to be of small amount or other basis to defer obtaining copies of Subcontractors' property policies issued on an ACORD 28 Evidence of Commercial Property Insurance.</p>
52-53	BL	Mod. § A.3.1.2 <i>Deductibles and Self-Insured Retentions</i>	
53	BL	Mod. § A.3.1.3.2 <i>Primary and Noncontributory</i>	<ul style="list-style-type: none"> • State ISO form number. • Note in Appendix of Forms.
53	BL	Mod. § A.3.1.3.3 <i>ISO Forms</i>	<ul style="list-style-type: none"> • State ISO form numbers. • Note in Appendix of Forms.
53-54	BL	Mod. § A.3.2 <i>Contractor's Required Insurance Coverage</i>	
54	BL	Mod. § A.3.2.1.2 <i>Duration of Insurance Coverage</i>	
54	BL	Mod. § A.3.2.2.1 <i>Commercial General Liability – Occurrence Form; Limits; Coverage</i>	
54	BL	Mod. § 3.2.2.1.2 <i>Commercial General Liability – Coverage and Form</i>	

56	CC	Mod. § A.3.2.2.2 <i>Prohibitions</i> <i>.10 Earth Subsidence or Movement</i>	
56	CC	<i>.11 XCU</i>	
56	CC	<i>.12 Contractual Liability Limitation</i>	
56	CC	<i>.13 Amendment of Insured Contract Definition</i>	
56	CC	<i>.14 Limitation of Coverage to Designated Premises or Project</i>	
56	CC	<i>.15 Fines, Punitive, Exemplary or Multiplied Damages Exclusion</i>	
56	CC	<i>.16 Classification or Business Description Exclusion</i>	
56	CC	<i>.17 Continuous or Progressive Injury and Damage Exclusion</i>	
56	CC	<i>.18 Electronic Data Liability Exclusions</i>	

56	CC	.19 Damage to Work Performed by Subcontractors	
57	CC	.20 Overspray	
57	CC	.21 Work Height Exclusions	
57	CC	.22 Incidental Design Liability	
57	CC	.23 Construction Defect – Completed Operations	
57	BL	Mod. § A.3.2.3 Business Automobile Liability	
57	CC	Mod. § A.3.2.3 .6 Pollution Liability	
57	CC	Mod. § A.3.2.4 Combination of Policies; Umbrella Liability	
58	CC	Mod. § A.3.2.4 .1 Equivalent Coverage	
58	BL	.4 Primary and Noncontributory	

58	BL	.5 Waiver of Subrogation	
58	BL	.6 Advanced Notice	
58	BL	.7 Concurrency	
58	BL	.8 Defense Costs	
58	BL	Mod. § A.3.2.5 Workers' Compensation .1 Waiver of Subrogation	Note .1 and .2 are added to checklist inclusion.
58	BL	.2 Advanced Notice	""
59	BL	Mod. § A.3.2.6 Employer's Liability .5 Waiver of Subrogation	.5 and .6 are added to checklist inclusion.
59	BL	.6 Advanced Notice	""
59	CC	Mod. § A.3.2.8 Professional Liability	
60	CC	.4 Claims Made and Retroactive Date	
60-61	CC	.5 Prohibitions	Added list of Prohibited Exclusions to coverage: .1 - .18.

61	BL	.6 <i>Term</i>	Added to require insurance until end of the Statute of Repose or 10 years. Q?: How enforce insurance retention?
61	BL	.7 <i>Waiver of Subrogation</i>	.7 and .8 are added to checklist inclusion.
61	BL	.8 <i>Advanced Notice</i>	""
61	CC	Mod. § A.3.2.9 <i>Pollution Liability</i>	
61 - 62	CC	.1 <i>Coverage</i> <i>Inclusions: .1 - .11</i>	
62	CC	.4 <i>Term</i>	Added to require insurance until end of the Statute of Repose or 10 years. Q?: How enforce insurance retention?
62-63	CC	.5 <i>Prohibited Exclusions: .1 - .19</i>	
63	CC	.6 <i>Additional Insureds</i>	
63	BL	.7 <i>Primary and Noncontributory</i>	.7, .8 and .9 are added to checklist inclusion.
63	BL	.8 <i>Waiver of Subrogation</i>	""
63	BL	.9 <i>Advanced Notice</i>	""
64	CC	Mod. § 3.2.12 <i>Aircraft Liability</i>	

		(Including Drones)	
64	CC	.2 Additional Insureds	
64	BL	.3 Primary and Noncontributory	.3, .4 and .5 are added to checklist inclusion.
64	BL	.4 Waiver of Subrogation	""
64	BL	.5 Advanced Notice	""
64-65	BL	Mod. § A.3.3 Contractor's Other Insurance Coverage	
65	BL	Mod. § A.3.3.2.1 Builder's Risk Insurance	As opposed to the 2017 Insurance Exhibit 's approach, which was to refer to the builder's risk insurance specifications set out in the Article addressing builder's risk insurance purchased by the Owner, the Modified Insurance Exhibit restates the specifications for builder's risk insurance and expands upon them to include items that the Owner will wish assurance are included in the Contractor placed builder's risk insurance.
65	CC	(f) Prohibited Forms	Protective safeguard warranties are not permitted.
65-67	CC	Mod. § A.3.3.2.1.1 Causes of Loss	Added chart of Causes of Loss included within coverage: .1 Collapse. .5 Error, omission, or deficiency in construction methods, design, specifications, workmanship or materials. .16 Subsidence. .21 Windstorm

			and identifies those with a Sublimit below, e.g.:
66	CC	.2 Debris removal additional limit	No less than \$1,000,000.
66	CC	.4 Earthquake/Earth Movement	No less than \$1,000,000.
66	CC	.8 Flood	No less than \$1,000,000.
66	CC	.12 Pollutant clean-up and removal	No less than \$1,000,000.
69	BL	Mod. § 3.3.2.1.6 Insurance for Existing Structure	
69-70	BL	Mod. § A. 3.3.3.2.1.7 .1 - .7 Optional Extended Property Insurance	If Contractor is to place the builder's risk, the Owner will wish to consider having the Contractor's builder's risk insurance address some or all of these option extended property insurance items, in similar fashion if Owner was placing the builder's risk insurance.
70-71	CC	Mod. § A.3.3.2.1.8 Additional Specifications Applicable to Contractor .1 Deductible (.1 - .4)	
71	BL	.3 Adjustments and Settlement	AIA includes in this subsection a cautionary note to alert the parties [redacted].
71	BL	.4 Term and Termination	To be endorsed to permit occupancy of the coverage property being constructed.

72	BL	Mod. § A.3.3.2.5 <i>Property Owned by Contractor</i>	Add to the AIA form the following: .
72	BL	.2 Waiver of Subrogation	.2, .3 and .4 are for the checklist.
72	BL	.3 Waiver of Recovery	""
72	BL	.4 Advanced Notice	""
72	CC	Mod. § A.3.3.2.6.1 <i>Comprehensive Crime</i>	
72-73	CC	Mod. § A.3.3.2.6.2 <i>Riggers Legal Liability</i>	Added as an additionally required liability coverage.
73	BL	Mod. § A.3.4 Performance and Payment Bond	
73	BL	.2 Payment Bond	Note revised to require statutory form (e.g., Texas) instead of AIA's payment bond form.

pp.	Spkr.	Topic	Point
74-77	BL	Mod. Art. A.4 Special Terms and Conditions	Note instead of a placeholder, provisions are added to address appropriate boilerplate specifications.
74	BL	Mod. § A.4.1 <i>Subcontractor's Insurance</i>	""

75	BL	Mod. § A.4.9 <i>Waiver of Recovery and Waiver of Subrogation</i>	Revised to comply with Texas express negligence doctrine.
77	BL	Mod. § A.4.5 <i>“Protected Persons”</i>	Creates a defined term to refer to all persons derivative of the Owner that are to be additional insureds, released persons under waivers of recovery and waivers of subrogation, and indemnified person under Contractor’s indemnity.