FEATURED ARTICLES

New AIA Documents Require the Parties to Ensure Their Insurance Is Up to Date

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Introduction

This is the third of three articles regarding the 2017 editions of the American Institute of Architects (AIA) standard form contracts. The first article discussed the key changes in A201TM, the General Conditions form. See Sullivan, *New AIA Documents May Require Parties to Remodel Their Procedures*, 41 CEB RPLR 63 (May 2018). The second discussed key changes in the Owner-Architect agreements (A101TM, A102TM, A103TM, B101TM, B102TM, B103TM, and B104TM), and the scope of service agreements (B201TM, B203TM, B205TM, B207TM, and B210TM). See Sullivan, *New AIA Documents Require the Parties to Rework Their Proce dures*, 41 CEB RPLR 88 (July 2018). This article discusses the Insurance Exhibit that is to be used in conjunction with many of the standard form agreements, as well as the Sustainable Project Exhibit (E204TM–2017).

Insurance and Bonds Exhibit

The 2007 edition of the General Conditions contained the contract's insurance requirements. Most of the insurance requirements from A201TM–2007 have been moved to a new 2017 Exhibit A, Insurance and Bonds ("Exhibit A"), intended to be used in conjunction with A201TM–2017, which now contains only basic insurance requirements.

Exhibit A divides the insurance coverages carried by the Owner and Contractor into required coverages and optional coverages. The optional coverages may be selected by placing an X in the box next to the optional coverage. In many places, Exhibit A requires the parties to input specific coverage limits for each of the required and selected optional coverages. Exhibit A is coordinated with Article 11 of A201TM–2017, the general conditions document used with A101TM–2017, A102TM–2017, and A103TM–2017. If any revisions are made to the standard text of Exhibit A, the parties should compare Article 11 for any corollary revisions that must be made for consistency.

Unless otherwise specified in the agreement, both A201TM-2007 and A201TM-2017 (in conjunction with Exhibit A) provide:

- The Owner must maintain commercial general liability (CGL) insurance and name the Owner, Architect, and Architect's Consultants and Subcontractors as additional insureds (A201TM-2007 §11.2; Exhibit A §A.2.2).
- The Owner must maintain property insurance on a "builder's all risk" form protecting the interests of the