progress fall within "nonproducts" or "operations" coverage. Claims for injuries arising once the project has been completed and put to use or sold fall within "products" or "completed operations" coverage. The coverages are complementary and not overlapping. "Completed operations" or "products" coverage takes over where operations coverage leaves off. *Employers Reinsurance Co. v Superior Court* (2008) 161 CA4th 906, 911 n2; *Fibreboard Corp. v Hartford Acc. & Indem. Co.* (1993) 16 CA4th 492, 500. Because construction defects may not be discovered for many years, completed operations coverage for owners, developers, contractors, and subcontractors is crucial. *Pardee Constr. Co. v Insurance Co. of the W.* (2000) 77 CA4th 1340, 1360, reported at 23 CEB RPLR 130 (Apr. 2000).

A201™–2007 §11.1.1 and Exhibit A §A.3.2.2.1 both require that the contractor provide "completed operations" coverage in its CGL policies at least through the "correction period" for defective or nonconforming work, and longer if expressly required by the contract documents. This provision mandates coverage for claims that arise not only out of the contractor's active construction activities, but also after the operations are complete.

Contractors should make sure that renewal policies provide coverage that is at least as broad as the expiring policy. If not, they may be in breach of the AIA contract provision.

Certificates of Insurance

A201™–2007 §11.1.3 required the Contractor to provide the Owner with a Certificate of Insurance before commencement of the Work and thereafter when a required policy was renewed or replaced. Exhibit A §A.3.1.1 continues that requirement and requires the Contractor to provide a Certificate of Insurance on the Owner's written request. Section A.3.1.1 also requires that an additional Certificate of Insurance evidencing continuation of CGL insurance, including coverage for completed operations, be submitted with the final Application for Payment and thereafter on renewal or replacement of such coverage as long as the Contractor is required to maintain insurance.

Additional-Insured Endorsements

Statutes in several states prohibit or restrict indemnity agreements in construction contracts. For example, with certain exceptions, California's CC §2782 prohibits any contract provision that purports to indemnify the promisee against liability arising from the sole negligence or willful misconduct of the promisee, the promisee's agents and servants, or independent contractors. In keeping with such statutes, A201™–2007 §11.1.4 and Exhibit A §A.3.1.3 require the Contractor to name the 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 to name the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omission for which loss occurs during completed operations.

Exhibit A §A.3.1.3 requires the Contractor, "to the extent commercially available," to maintain additional insured coverage "no less than that provided by" ISO forms CG 20 10 07 04, CG 20 37 07 04, and (with respect to Architects and Architect's Consultants) CG 20 32 07 04.

The last two digits in those form numbers indicate these forms were published in 2004. ISO updated each of those forms in 2013, so it may be very difficult to obtain the 2004 versions. Further, ISO publishes dozens of additional-insured forms, and not all insurance companies use ISO forms. Moreover, the 2014 editions of the ISO Additional Insured endorsements

- Afford coverage "only to the extent permitted by law";
- Provide that "the insurance afforded to such additional insured will not be broader than that which you are required to provide for such additional insured" in the contract; and
- Provide that the limit of liability insurance provided to such insured is the lesser of
  - The amount required by the contract; or
  - The policy's liability limits.

Most CGL policies now exclude coverage for "professional services." These factors complicate the issue of whether the additional insured coverage obtained by the Contractor is "no less than" what would be provided by the specified ISO forms.

Exhibit A §A.3.1.3 adds the requirement that additional insured coverage under the Contractor's CGL policy must be primary and noncontributory to the Owner's general liability policies, meaning that the Contractor's insurer cannot seek any contribution from the Owner's insurer.

Deductibles or Self-Insured Retentions

Exhibit A §A.3.1.2 requires the Contractor to disclose any deductible or self-insured retention (SIR) applicable to any of its required policies. Unlike §A.2.3, which specifies that the Owner must pay any deductible or self-insured retention on its property policies, §A.3.1 does not address which party is to pay the deductible or self-insured retention on the Contractor's liability policies.

Some deductible/SIR endorsements preclude anyone but the named insured from satisfying the deductible/SIR. *Foremost Homes, Inc. v Steadfast Ins. Co.* (2010) 181 CA4th 1466, 1476. Others may expressly provide that the SIR may not be paid by other insurance. *Von's Cos. v United States Fire Ins. Co.* (2000) 78 CA4th 52, 63 (policy language did not preclude SIR from being satisfied by other insurance). If the policy expressly provides that no one other than the named insured, and no other insurance, may satisfy the deductible/SIR if the Contractor cannot pay, the Contractor's liability coverage may not apply to the loss.

E204–2017™ Sustainable Projects Exhibit

The AIA previously published Sustainable Project versions of its core documents, integrating specific "green"