

Owner's Instructions to the Architect Regarding the Construction Contract

Part B—Insurance and Bonds, page 1 of 5

Owner: (Name and address)

Date:

Project Title:

Architect: (Name and address)

Project Number:

NOTATION TO OWNER: In consultation with your attorney and other appropriate advisors, complete this form, which will provide your instructions regarding requirements for Contract Documents for this Project. Please return the completed form to your Architect. After reviewing your instructions, the Architect will proceed with the preparation of construction-related documents. Please respond to every question.

1. Certificates and Forms

Will certificates of insurance, per Subparagraph 11.1.3 of AIA Document A201–2007, be on ACORD Form 25-S, supplemented by AIA Document G715, *Supplemental Attachment*? Yes No
If no, attach a sample of the required form(s).

2. Contractor's liability insurance

Specify the minimum limits of insurance described in Subparagraph 11.1.2 of AIA Document A201–2007.

a. Workers' compensation insurance

(Note: Workers' compensation is generally required by statute in most states, with several important exceptions. Exceptions depend upon the occupation or the minimum number of workers employed by that business. The Owner can mandate workers' compensation insurance even for those businesses that are exempt by requiring Voluntary workers' compensation as noted below. In addition to each state having applicable workers' compensation laws, federal and foreign laws may apply to the Contractor's or Subcontractor's employees. Where the Work includes construction involving the following categories, specific coverage may be required for maritime work, longshoremen, harbor work, work at or outside U.S. boundaries, and benefits required by labor union contracts. Please note such requirements below or by separate attachment.)

Are limits in excess of those required by statute to be provided? Yes No

If so, limits for such insurance shall be as follows: \$ _____

\$ _____ Each accident
\$ _____ Disease, policy limit
\$ _____ Disease, each employee

Voluntary workers' compensation (by any exempt entities):

Will private entities exempt from coverage on account of the number of employees or occupation maintain voluntary compensation coverage at the same limits specified for mandatory coverage? Yes No

If so, indicate dollar limits of coverage below:

\$ _____ Each accident
\$ _____ Disease, policy limit
\$ _____ Disease, each employee

b. Commercial general liability insurance

Will commercial general liability insurance, including coverage for premises operations, independent contractors' protective, products completed operations, contractual liability, personal injury and property damage (including coverage for explosion, collapse and underground hazards) be required of the Contractor? Yes No

If so, indicate dollar limits of coverage below:

\$ _____ Each occurrence
\$ _____ General aggregate
\$ _____ Personal and advertising injury
\$ _____ Products completed operations aggregate

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Will the policy be endorsed to have the general aggregate per Project? Yes No

If so, state the general aggregate amount. \$ _____

Will the Contractual liability insurance include coverage sufficient to meet obligations equivalent to those stipulated under Paragraph 3.18 of AIA Document A201–2007? Yes No

If no, specify the coverage desired. _____

Will products and completed operations insurance be maintained for a minimum period of at least _____
() year(s) after either 90 days following Substantial Completion or final payment, whichever is earlier?

Yes No

If no, specify. _____

How much automobile liability insurance (owned, non-owned and hired vehicles) for bodily injury and property damage is required?

\$ _____ Each occurrence

c. What will be the umbrella or excess liability limit?

\$ _____

\$ _____ Over primary insurance

\$ _____ Retention for self-insured hazards, each occurrence

d. What will be the aircraft liability (owned and non-owned), when applicable? (*Select one*)

With limits proposed by the Contractor for the Owner's approval

With the following limits:

(1) Bodily injury:

\$ _____ Each person

\$ _____ Each occurrence

(2) Property damage:

\$ _____ Each occurrence

e. What will be the watercraft liability (owned and non-owned), when applicable? (*Select one*)

With limits proposed by the Contractor for the Owner's approval

With the following limits:

(1) Bodily injury:

\$ _____ Each person

\$ _____ Each occurrence

(2) Property damage:

\$ _____ Each occurrence

f. Will there be other contractor's liability insurance? Yes No

If so, describe. _____

Are any revisions required with regard to hazardous substances or other items, or the Architect's role with regard to the same items? Yes No

If so, provide exact written language for insertion into Supplementary Conditions.

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3. Owner's liability insurance
Per Paragraph 11.2 of AIA Document A201–2007, will the Owner maintain its usual liability insurance?
 Yes No
If no, please specify scope of the Owner's liability insurance as you wish to see it described in the conditions of the Contract. _____

4. Project management protective liability insurance
Will the Contractor be required to provide project management protective liability insurance? Yes No
If so, it shall have the following limits:
(a) Bodily injury: \$ _____ Each occurrence
(b) Property damage: \$ _____ Each occurrence
(c) Aggregate limit, bodily injury and property damage: \$ _____
(NOTE: Reference to this option for coverage was deleted in A201–2007.)

5. Property insurance
(a) Will the Owner purchase builder's risk coverage with special causes of loss (including coverage for all material and equipment to be incorporated or used in the Project when stored off-site or in transit)? Yes No
(Note: If you answered no to the above question, see question 5i.)
If so, identify the type of form used for the policy:
 Completed Value
 Reporting
 Other (*Specify*). _____

(b) What will be the monetary limits of insurance?
 Contract Sum, including future amendments
 Other amount (*Specify*). _____

(c) Will any of the following named perils be required, either by specific endorsement or separate policies?
 Yes No
If so, identify below:
 Government ordered demolition Earthquake Flood

(d) If the Owner provides property insurance, will it be written with a deductible? Yes No
If so, identify below:
 a deductible of not more than \$ _____ (aggregate) or
 a deductible of not more than \$ _____ per occurrence.
Will there be an aggregate deductible applicable to the entire Project? Yes No
If no, provide description of portions of Project subject to an aggregate deductible.

(NOTE: If coverage for alterations and additions to existing structures is to be included under the Owner's existing coverage, specific instructions should be included under Item 6 below.)

(e) Should the property insurance required by Paragraph 11.3 of AIA Document A201–2007, cover machinery, tools or equipment owned or rented by the Contractor that are utilized in the performance of the Work, but not incorporated into the permanent improvements? Yes No

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(f) Will the Owner provide boiler and machinery insurance? Yes No

If so, specify the limits and objects to be insured: _____

(g) Will the Owner provide loss of use insurance? Yes No

The Contractor shall provide this insurance with limits of \$ _____.

(h) List any additions/modifications to the specified coverages:

(i) If you answered no to question 5a, will the Contractor be required to carry builder's risk with special causes of loss form property insurance? Yes No

Will the limits of such insurance be the Contract Sum, including future amendments? Yes No

If so, will the limits of such insurance also include the value of separate contracts and Owner-furnished items?

Yes No

Will there be any dollar limits of insurance for Contractor provided property insurance? Yes No

If so, state how much. \$ _____

Will the Owner provide partial property insurance? Yes No

If so, specify scope limits: _____

Can the Contractor, at the Contractor's own expense, provide insurance coverage for materials stored off the site after written approval of the Owner at the value established in the approval, and also for portions of the Work in transit until such materials are permanently attached to the Work? Yes No

If no, specify how you wish insurance on materials off the site to be handled. _____

If the Owner is damaged by the failure of the Contractor to purchase and maintain property insurance without so notifying the Owner in writing, will the Contractor be required to bear all reasonable costs attributable thereto?

Yes No

Will the Contractor be responsible for deductibles? Yes No

Shall Contractor provided property insurance be written with a specified maximum deductible per occurrence?

Yes No

If so, specify the maximum deductible. \$ _____

Specify special instructions for Contractor provided property insurance.

6. Other instructions related to bonds or insurance

(If none, please indicate.)

Are any special coverages required with regard to alterations or additions to existing structures? Yes No

Are any revisions required with regard to hazardous substances or other items, or the Owner's, Contractor's or Architect's role with regard to the same items? Yes No

If so, provide exact written language for insertion into Supplementary Conditions.

7. Bonds

Are performance bonds and payment bonds required? Yes No

(a) If so, the required bonds shall be in the amount of *(Select one option for each bond)*:

Performance 100% of Contract Sum _____% of Contract Sum \$ _____

Payment 100% of Contract Sum _____% of Contract Sum \$ _____

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(b) If so, the form of bonds shall be:

- AIA Document A312–2010
- Other

(If other, describe and furnish sample copy if available)

(c) Special instructions:

Owner's Representative

By

Date

Sample