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The New AIA (2017) Documents

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The American Institute of Architects ("AIA") revises its standard contract forms every ten (10) years and, in April 2017, released some of the revised documents for 2017. An additional 18 forms will be released later in 2017. Anyone using the AIA documents should be aware of the changes. Once all of the 2017 documents have been released, the 2007 editions can continue to be used for 11 months.

List of Revised Documents – April 2017 Release:

- A101-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum
- A102-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- A103-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price
- A104-2017 (formerly A107-2007), Standard Abbreviated Form of Agreement Between Owner and Contractor
- A105-2017, Standard Short Form of Agreement Between Owner and Contractor
- A201-2017, General Conditions of the Contract for Construction
- A401-2017, Standard Form of Agreement Between Contractor and Subcontractor
- B101-2017, Standard Form of Agreement Between Owner and Architect
- B102-2017, Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services
- B103-2017, Standard Form of Agreement Between Owner and Architect for a Complex Project
- B104-2017, Standard Abbreviated Form of Agreement Between Owner and Architect
- B105-2017, Standard Short Form of Agreement Between Owner and Architect
- C401-2017, Standard Form of Agreement Between Architect and Consultant
- E204-2017, Sustainable Projects Exhibit

Major Changes to the A201 General Conditions:

In regard to the AIA-A201 (2017), the provisions listed below are only a few of the differences between the 2007 Edition of the AIA A201 General Conditions and the 2017 Edition. A much more in-depth analysis of all of the changes to the A201 (2017) will be provided in the near future.

- The most apparent major change in the AIA A201-2017 Edition is the total revision of Article 11 – Insurance. The AIA now addresses the required insurance coverages in a new stand-alone insurance exhibit.
- The A201 now includes a new section 1.6 addressing contractually-required notices and how those notices must be delivered. Any notice required by the Contract Documents must be in writing, which includes email except for "claims." A notice of a "claim" under Article 15 must be sent by certified or registered mail, or by courier providing proof of delivery.
- A new section 1.8 was added to address the implementation of electronic protocols and BIM.
- A new section 2.2.4 was added to address the owner's confidential information.

- Section 3.10.1 has been modified to require the contractor to provide a more detailed construction schedule.
- Section 6.1.1 now provides a formal definition of the owner's "Separate Contractor(s)" and small changes have been made in other provisions to implement the definition.
- Several sections in Article 9 – Application for Payment add clarifications that the owner may request waivers of lien and releases.
- A new section 9.6.8 has been added to Article 9, requiring the contractor to indemnify the owner for subcontractor and supplier liens, including a requirement that the contractor must bond off such liens.
- In the 2007 edition of the AIA A201 General Conditions, when the owner terminated the contractor for convenience, the former section 14.4.3 required the owner to pay the contractor "reasonable overhead and profit on the Work not executed." In the 2017 Edition, 14.4.3 states that the owner is to pay the contractor a "termination fee" instead of "reasonable overhead and profit on Work not executed."
- The 2017 Edition of the A201 now allows direct communications between owner and the contractor under section 4.2.4, and reduces the architect's total authority to make minor changes under section 7.4.

More to follow….

If you have any questions, please contact Steele B. ("Al") Windle, III at 704.945.2176 or awindle@slk-law.com.

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