

AIA Contract Documents 2017 Release General Overview

EL801a, b, & c

Thursday, June 21, 2018- 10:30 AM – 11:30 AM, 4:00-5:00 PM

Friday, June 22, 2018- 12:30-1:30 PM

1 AIA LU, HSW, RIBA, GBCI

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Questions related to specific products and services may be addressed at the conclusion of this presentation.

Speakers

- Michael Bomba, Esq. – Director and Counsel, AIA Contract Documents Content, The American Institute of Architects
- Mike Koger, AIA, Esq. – Senior Manager and Counsel, AIA Contract Documents Content, The American Institute of Architects

Overview

AIA Contract Documents

History

- Standard form documents since 1888
- Evolved to reflect practices in the construction industry
- Substantial volume of interpretive case law – AIA Legal Citator
- 10 year revision cycle, mirrored by 10-year commitment by Documents Committee members.

FORM OF CONTRACT
ADOPTED BY THE JOINT COMMITTEE OF THE
AMERICAN INSTITUTE OF ARCHITECTS,
THE
WESTERN ASSOCIATION OF ARCHITECTS
AND THE
NATIONAL ASSOCIATION OF BUILDERS.

This Agreement, made

in the year one thousand

by and between

(hereinafter designated the Com

(hereinafter designat

Witnesseth the
covenants and agr
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1st. The C

2017 Release

The Documents

What's been revised?

- [A101™-2017](#), Owner and Contractor where the basis of payment is a Stipulated Sum *
- [A102™-2017](#), Owner and Contractor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price *
- [A103™-2017](#), 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

** with new Insurance Exhibit*

What's been revised?

- [B101™–2017](#), Standard Form of Agreement Between Owner and Architect
- [B102™–2017](#), 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

2017 Release

What's new?

Sustainable Project Exhibit

- **History**

- Guide for Sustainable Projects AIA Document D503™
 - SP versions of standard AIA Documents (2007-2009)
 - Sustainable Projects Exhibit AIA Document E204-2017

- **E204 is attached** to owner, architect, and contractor agreements
- **Same process**, terminology, responsibilities, and material as the SP versions, but located and coordinated within a single exhibit



Sustainable Project Exhibit

Definitions

- Sustainable Objective
- Sustainable Measure
- Sustainability Plan
- Sustainability Certification
- Sustainability Documentation
- Certifying Authority

Sustainable Project Exhibit

Architect's scope

- Sustainability Workshop
- Sustainability Plan
- Sustainability During the Design Process
- Construction Phase
- Registration & Submission to Certifying Authority

Sustainable Project Exhibit

Contractor's scope

- Follow Sustainability Plan, Perform Sustainability Measures
- Services continue through Certification by Authority
- Documentation

Owner's scope

- The Sustainability Plan is a Contract Document

Insurance Exhibit

AIA Document A101-2017 Exhibit A, Insurance and Bonds

- Also used as an Exhibit to A102-2017 and A103-2017
- The A104-2017 and A105-2017 (used for smaller and limited scope projects) continue to include integrated insurance and bond requirements, along with their integrated general conditions.



Insurance Exhibit

Most, but not all, of the A201-2007 Insurance and Bonds requirements (Article 11) are moved to the Exhibit:

- Owner's Insurance
- Contractor's Insurance
- Additional Insureds
- Performance & Payment Bonds
- Optional Coverages

What remains?

- Obligation to purchase insurance
- Required Notice of cancellation or failure to purchase
- Waiver of Subrogation
- Settlement of an insured loss

2017 Release

Key Terms and Concept Changes

BIM and other Digital Data

- 2017 Agreements require the parties to agree on protocols governing the use and transmission of digital data, and
- Require the use of E203, G201 and G202 to establish those protocols
- With respect to BIM, the 2017 agreements further provide that any use of, or reliance on, information contained in a Model, without first having established the protocols, is at the using or relying party's own risk and without liability to any other project participant

Termination for Convenience

14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor **for Work properly executed**, costs incurred by reason of the termination, **including costs attributable to termination of Subcontracts, and the termination fee**, if any, set forth in the Agreement

IMPORTANT! Direct Costs for Termination still includes subcontractor costs that could encompass their overhead and profit on remaining work

A101, A102 & A103

Liquidated Damages

(also what it means to have them – contractor able to quantify its risk.)

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, Liquidated Damages, if any, shall be assessed as set forth in Section 4.5.

§ 4.5 Liquidated Damages

§ 4.5.1 Liquidated Damages, if any, to be assessed if the Contractor fails to achieve Substantial Completion of the entire Work within the Contract Time, as set forth in Section 3.3.1:

(Insert terms and conditions for Liquidated Damages, if any.)

« »

§ 4.5.2 Liquidated Damages, if any, to be assessed if the Contractor fails to achieve Substantial Completion of designated portions of the Work within the Contract Time, as set forth in Section 3.3.2:

(Insert terms and conditions for Liquidated Damages, if any.)

Notice

- **A201-2017 § 1.6.1** Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.
- **A201-2017 § 1.6.2** Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

Project Communications

- A201-2017 Section 4.2.4:
 - More permissive of direct communications between the owner and contractor.
 - Owner must make Architect aware of direct communications
- B101-2017 updated to be consistent with revisions in A201-2017

Payment Amount

§ 5.1.6.1 The amount of each progress payment shall first include:



- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:



- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.



Certified Amount

Retainage, what retainage?

§ **5.1.7** retainage provision allows the parties to clearly delineate the retainage amount, exclusions from retainage, and how retainage may be reduced.

Claims and Disputes

15.1.4 Continuing Contract Performance

15.2.6.1 Initial Decision

15.3.3 Mediation

15.4 Arbitration (or Court)

Claims and Disputes

Claims first discovered after the one-year correction period can now flow between the contractor and owner, and not through the IDM, as previously required in A201-2007:

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

2017 Release

Key B101 Changes

BI01-2017

Initial Information

- Done Away with Optional Exhibit A
- Substance of 2007 Exhibit A incorporated into standard agreement
- Sustainable Objective to be identified, if any
- Digital Practice and BIM addressed



Article 3 – Scope of Services (Cont.)

- Traditional 5 Phases of Services Remain with only minor edits/additions
 - Clarifies Architect's scope of review of Contractor's design submittals
 - Consistency with Design Concept Only
 - Architect may rely on, and is not responsible for adequacy of the submittals

Article 4 – Supplemental and Additional Services

(Cont.)

- BI01-2017 has Supplemental and Additional Services
 - **Supplemental Services** – services not included in Basic Services that the Architect agreed to provide at the time the contract is executed (aka “that big table in Section 4.1”)
 - **Additional Services** – services necessitated by circumstances as the project progresses

Article 6 – Cost of the Work

- Modified definition to include work/materials donated to the Owner.
- Revised architect's duty to redesign without compensation for budget bust.
 - Architect can obtain Additional compensation if re-design due to market conditions the Architect could not reasonably anticipate.
 - Approach is consistent with FAR Design Within Funding Obligation (Design Within Funding Limitations 48 CFR 52.236-22)

Article 9 – Termination or Suspension

- Deleted Termination Expenses
 - Replaced with negotiable Termination Fee.
 - Paired with Licensing Fee for continued use of IOS
- Added automatic termination date
 - One year from the date of Substantial Completion
 - Explicit on provisions that survive termination

Article 11 – Compensation

- Added provision clarifying progress payment calculations to the Architect where overall compensation is on a percentage basis.
- B101-2007 silent on the issue
- B101-2017 identifies calculation method
 - previous payments will not be subsequently adjusted based on changes to the Owner's budget.

2017 Fall Release

Scopes and Forms

Scopes & Forms

Scope Documents

B201-2017, Design and Construction Contract Administration
B203-2017, Site Evaluation and Project Feasibility
B205-2017, Historic Preservation
B207-2017, On-Site Project Representation
B210-2017, Facility Support
C203-2017, Commissioning

Forms

G701-2017, Change Order
G701S-2017, Change Order, Subcontractor Variation
G704-2017, Certificate of Substantial Completion
G710-2017, Architect's Supplemental Instructions
G714-2017, Construction Change Directive
G715-2017, Supplemental Attachment for ACORD Form 25
G801-2017, Notice of Additional Services
G802-2017, Amendment to the Professional Services Agreement
G803-2017, Amendment to the Consultant Services Agreement
G808-2017, Project Directory and Design Data Summary

How do you use Scope Documents?

Two ways...

- (1) B102-2017 - owner/architect agreement that has no pre-defined scope of services.
- (2) Add to other any other owner/architect agreement as an exhibit or amendment.



B203-2017, Site Evaluation and Project Feasibility

- Formerly titled “Site Evaluation and Planning”
- Pre-design services to assist an owner in evaluating or selecting a site.
- Utilities, parking, code and accessibility issues, zoning, square footage and FAR calculations, existing buildings, sustainability features, etc.

AIA® Document B203™ – 2017

Standard Form of Architect's Services: Site Evaluation and Project Feasibility

for the following PROJECT:
(Name and location or address)

THE OWNER:
(Name, legal status, and address)

THE ARCHITECT:
(Name, legal status, and address)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document provides the Architect's scope of services only and must be used with an Owner-Architect agreement. It may be attached as an exhibit to AIA Document B102™–2017, Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services or used with AIA Document G802™–2017, Amendment to the Professional Services Agreement, to create a modification to any Owner-Architect agreement.

THE AGREEMENT

This Standard Form of Architect's Services is part of the accompanying Owner-Architect Agreement (hereinafter, together referred to as the Agreement) dated the _____ day of _____ in the year _____
(In words, indicate day, month, and year.)

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	SITE EVALUATION AND PROJECT FEASIBILITY SERVICES
3	ADDITIONAL SERVICES
4	OWNER'S RESPONSIBILITIES
5	COMPENSATION
6	SPECIAL TERMS AND CONDITIONS

B205-2017, Historic Preservation

- Architectural services on a building with historic significance can be an incredible amount of work, and require specialized expertise.
- Code issues, restrictions, higher regulatory oversight, environmental issues, safety issues, etc.
- B205 was updated and reorganized in 2017.



AIA® Document B205™ – 2017

Standard Form of Architect's Services: Historic Preservation

for the following PROJECT:
(Name and location or address)

THE OWNER:
(Name, legal status, and address)

THE ARCHITECT:
(Name, legal status, and address)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document provides the Architect's scope of services only and must be used with an owner-architect agreement. It may be attached as an exhibit to AIA Document B102™-2017, Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services or used with AIA Document G802™-2017, Amendment to the Professional Services Agreement, to create a modification to any owner-architect agreement.

THE AGREEMENT

This Standard Form of Architect's Services is part of the accompanying Owner-Architect Agreement (hereinafter, together referred to as the Agreement) dated the _____ day of _____ in the year _____
(In words, indicate day, month and year.)

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	HISTORIC PRESERVATION SERVICES
3	ADDITIONAL SERVICES
4	OWNER'S RESPONSIBILITIES
5	COMPENSATION
6	SPECIAL TERMS AND CONDITIONS

B207-2017, On-Site Project Representation

- Most owner/architect agreements call for periodic site visits, but some projects need more.
- Historically called a “clerk of the works”.
- Advantages – faster resolution of RFIs, submittal reviews, payment applications; better project management and record-keeping.

AIA® Document B207™ – 2017

Standard Form of Architect’s Services: On-Site Project Representation

for the following PROJECT:
(Name and location or address)

THE OWNER:
(Name, legal status, and address)

THE ARCHITECT:
(Name, legal status, and address)

THE AGREEMENT

This Standard Form of Architect’s Services is part of the accompanying Owner-Architect Agreement (hereinafter, together referred to as the Agreement) dated the day of _____ in the year _____
(In words, indicate day, month, and year.)

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ON-SITE PROJECT REPRESENTATION SERVICES
3	ADDITIONAL SERVICES
4	OWNER’S RESPONSIBILITIES
5	COMPENSATION
6	SPECIAL TERMS AND CONDITIONS

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document must be used with an owner-architect agreement where the architect provides construction administration services.

This document provides the Architect’s scope of services only and must be used with an owner-architect agreement. It may be used with G802™–2017, Amendment to the Professional Services Agreement, to create a modification to any owner-architect agreement.

B210-2017, Facility Support

- Same title as the 2007 version, but nearly a complete re-boot.
- Architect as strategic partner to the owner in facility management, space planning.
- Consulting engagement rather than providing services on a specific project.



AIA® Document B210™ – 2017

Standard Form of Architect's Services: Facility Support

for the following PROJECT:
(Name and location or address)

THE OWNER:
(Name, legal status, and address)

THE ARCHITECT:
(Name, legal status, and address)

THE AGREEMENT

This Standard Form of Architect's Services is part of the accompanying Owner-Architect Agreement (hereinafter, together referred to as the Agreement) dated the _____ day of _____ in the year _____.
(In words, indicate day, month and year.)

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	FACILITY SUPPORT SERVICES
3	ADDITIONAL SERVICES
4	OWNER'S RESPONSIBILITIES
5	COMPENSATION
6	SPECIAL TERMS AND CONDITIONS

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document provides the Architect's scope of services only and must be used with an Owner-Architect agreement. It may be attached as an exhibit to AIA Document B102™-2017, Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services or used with AIA Document G802™-2017, Amendment to the Professional Services Agreement, to create a modification to any Owner-Architect agreement.

The Architect should consult with its professional liability insurance provider to determine whether the services described herein are covered under the Architect's policy.

C203-2017, Commissioning

- Formerly B211-2007, Standard Form of Architect's Services: Commissioning.
- No longer an "architect" specific document, although architects can still perform these services.
- C203-2017 should be attached to C103-2015 to form a complete agreement.

AIA® Document C203™ – 2017

Standard Form of Consultant's Services: Commissioning

for the following PROJECT:
(Name and location or address)

THE OWNER:
(Name, legal status, and address)

THE CONSULTANT:
(Name, legal status, and address)

THE AGREEMENT

This Standard Form of Consultant's Services is part of the accompanying C103™-2015, Standard Form of Agreement between Owner and Consultant without a Predefined Scope of Consultant's Services dated the _____ day of _____ in the year _____.
(In words, indicate day, month and year of the accompanying C103-2015.)

TABLE OF ARTICLES

- | | |
|---|--------------------------------------|
| 1 | INITIAL INFORMATION |
| 2 | COMMISSIONING SERVICES |
| 3 | SUPPLEMENTAL AND ADDITIONAL SERVICES |
| 4 | OWNER'S RESPONSIBILITIES |

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.
This document provides the Consultant's scope of services only and should be attached as an exhibit to AIA Document C103™ – 2015, Standard Form of Agreement Between Owner and Consultant without a Predefined Scope of Consultant's Services.

OLD

AIA® Document G701™ – 2001

Change Order

Little used

PROJECT: <i>(Name and address)</i>	CHANGE ORDER NUMBER:	OWNER <input type="checkbox"/>
	DATE:	
TO CONTRACTOR: <i>(Name and address)</i>	ARCHITECT'S PROJECT NUMBER:	CONTRACTOR <input type="checkbox"/>
	CONTRACT DATE:	FIELD <input type="checkbox"/>
	CONTRACT FOR:	OTHER <input type="checkbox"/>

The Contract is changed as follows:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives.)

Title blocks inconsistent between forms, often take up too much space, and somewhat unorganized.

The original (Contract Sum) (Guaranteed Maximum Price) was	\$ _____
The net change by previously authorized Change Orders	\$ _____
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$ _____
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of	\$ _____
The new (Contract Sum) (Guaranteed Maximum Price), including this Change Order, will be	\$ _____
The Contract Time will be (increased) (decreased) (unchanged) by	() days.
The date of Substantial Completion as of the date of this Change Order, therefore, is	

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ARCHITECT <i>(Firm name)</i>	CONTRACTOR <i>(Firm name)</i>	OWNER <i>(Firm name)</i>
ADDRESS	ADDRESS	ADDRESS
BY <i>(Signature)</i>	BY <i>(Signature)</i>	BY <i>(Signature)</i>
<i>(Typed name)</i>	<i>(Typed name)</i>	<i>(Typed name)</i>
DATE	DATE	DATE

Unnecessary with new title block

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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010711ACD44

NEW

AIA® Document G701™ – 2017

Change Order

PROJECT: <i>(name and address)</i> <<< >>>	CONTRACT INFORMATION: Contract For: <<< >>> Date: <<< >>>	CHANGE ORDER INFORMATION Change Order Number: <<< >>> Date: <<< >>>
OWNER: <i>(name and address)</i> <<< >>>	ARCHITECT: <i>(name and address)</i> <<< >>>	CONTRACTOR: <i>(name and address)</i> <<< >>>

The Contract is changed as follows:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)
<<< >>>

The original (Contract Sum) (Guaranteed Maximum Price) was	\$ _____
The net change by previously authorized Change Orders	\$ _____
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$ _____
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of	\$ _____
The new (Contract Sum) (Guaranteed Maximum Price), including this Change Order, will be	\$ _____
The Contract Time will be (increased) (decreased) (unchanged) by	() days.
The new date of Substantial Completion will be	

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR, AND OWNER.

ARCHITECT <i>(Firm name)</i>	CONTRACTOR <i>(Firm name)</i>	OWNER <i>(Firm name)</i>
SIGNATURE	SIGNATURE	SIGNATURE
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
DATE	DATE	DATE

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010711ACD44

OLD

AIA® Document G704™ – 2000

Certificate of Substantial Completion

PROJECT: <i>(Name and address)</i>	PROJECT NUMBER: _____	OWNER <input type="checkbox"/>
	CONTRACT FOR: _____	ARCHITECT <input type="checkbox"/>
	CONTRACT DATE: _____	CONTRACTOR <input type="checkbox"/>
TO OWNER: <i>(Name and address)</i>	TO CONTRACTOR: <i>(Name and address)</i>	FIELD <input type="checkbox"/>
		OTHER <input type="checkbox"/>

PROJECT OR PORTION OF THE PROJECT DESIGNATED FOR PARTIAL OCCUPANCY OR USE SHALL INCLUDE:

awkward sentence, and the fill point comes before the explanation

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

Warranty _____	Date of Commencement _____
----------------	----------------------------

confuses people

ARCHITECT _____	BY _____	DATE OF ISSUANCE _____
-----------------	----------	------------------------

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost estimate of Work that is incomplete or defective: \$ _____

not A201 language

The Contractor will complete or correct the Work on the list of items attached hereto within () days from the above date of Substantial Completion.

CONTRACTOR _____	BY _____	DATE _____
------------------	----------	------------

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at (time) on (date).

signatures come before obligations

OWNER _____	BY _____	DATE _____
-------------	----------	------------

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows: (Note: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)

NEW

AIA® Document G704™ – 2017

Certificate of Substantial Completion

PROJECT: <i>(name and address)</i> <<>>	CONTRACT INFORMATION: Contract For: <<>> Date: <<>>	CERTIFICATE INFORMATION Certificate Number: <<>> Date: <<>>
OWNER: <i>(name and address)</i> <<>>	ARCHITECT: <i>(name and address)</i> <<>>	CONTRACTOR: <i>(name and address)</i> <<>>

The Work identified below has been reviewed and found, to the Architect's best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work, or designated portion, is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project, or portion designated below, is the date established by this Certificate.

(Identify the Work, or portion thereof, that is substantially complete.)

<<>>

ARCHITECT <i>(Firm Name)</i> _____	SIGNATURE _____	PRINTED NAME AND TITLE _____	DATE OF SUBSTANTIAL COMPLETION _____
------------------------------------	-----------------	------------------------------	--------------------------------------

WARRANTIES

The date of Substantial Completion of the Project, or portion designated above, is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)

<<>>

WORK TO BE COMPLETED OR CORRECTED

A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:

(Insert a list of Work to be completed or corrected and, if applicable, attach or reference specific exhibits.)

<<>>

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within (<<>>) days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: \$ _____

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below, shall be as follows: (Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)

<<>>

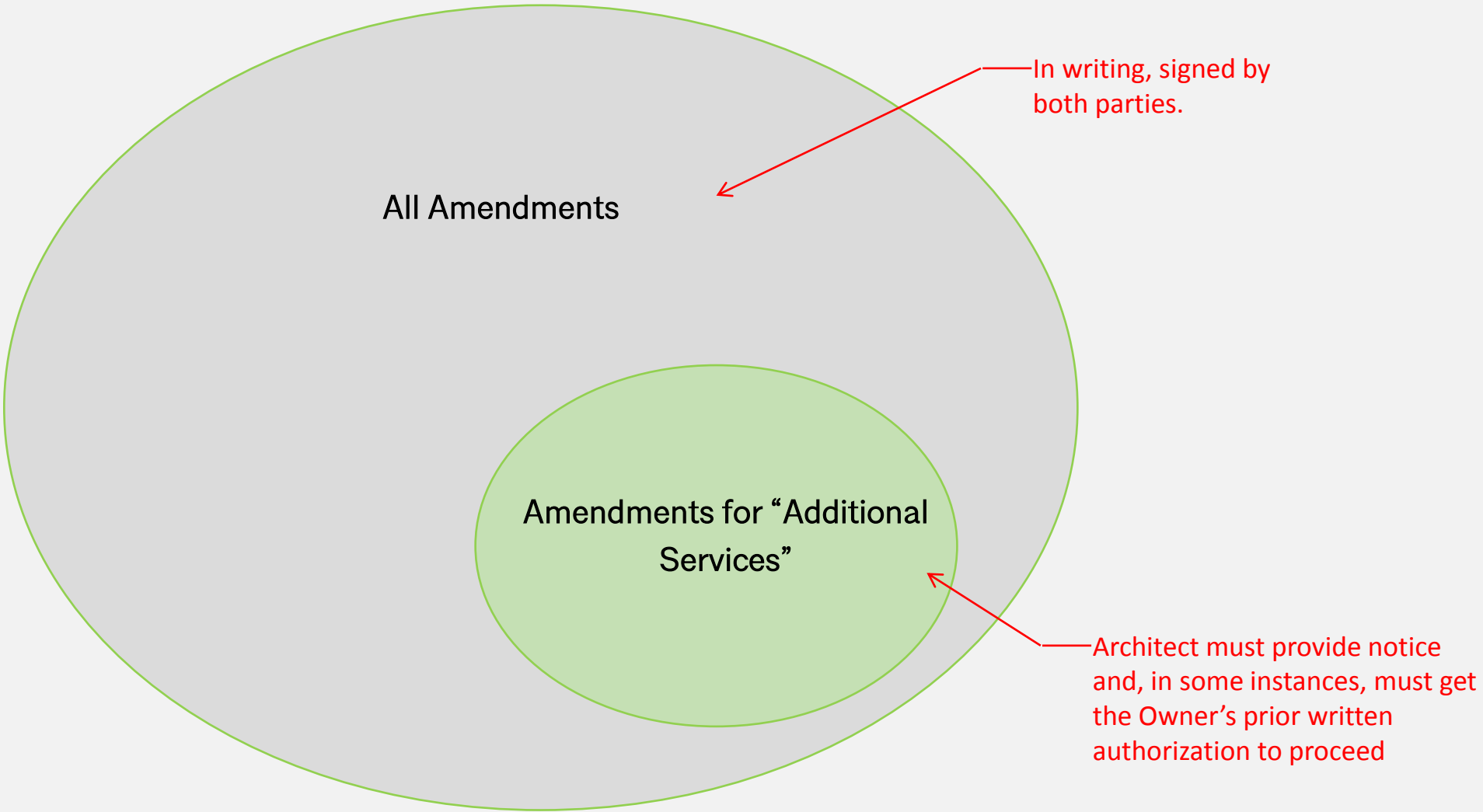
The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

CONTRACTOR <i>(Firm Name)</i> _____	SIGNATURE _____	PRINTED NAME AND TITLE _____	DATE _____
-------------------------------------	-----------------	------------------------------	------------

OWNER <i>(Firm Name)</i> _____	SIGNATURE _____	PRINTED NAME AND TITLE _____	DATE _____
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CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

G801 & G802 - Owner/Architect Amendments



OLD

AIA® Document G802™ – 2007

Amendment to the Professional Services Agreement

TO: _____ Amendment Number: _____
(Owner or Owner's Representative)

In accordance with the Agreement dated:

BETWEEN the Owner:
(Name and address)

and the Architect:
(Name and address)

for the Project:
(Name and address)

Authorization is requested

- to proceed with Additional Services
- to incur additional Reimbursable Expenses

as follows:

The following adjustments shall be made to compensation and time.
(Insert provisions in accordance with the Agreement, or as otherwise agreed by the parties.)

Compensation: _____
Time: _____

SUBMITTED BY: _____ AGREED TO: _____
(Signature) *(Signature)*

(Printed name and title) *(Printed name and title)*

(Date) *(Date)*

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

NEW

AIA® Document G802™ – 2017

Amendment to the Professional Services Agreement

PROJECT: <i>(name and address)</i> <<<>>	AGREEMENT INFORMATION: Date: <<<>>	AMENDMENT INFORMATION Amendment Number: <<<>> Date: <<<>>
---	---------------------------------------	---

OWNER: <i>(name and address)</i> <<<>>	ARCHITECT: <i>(name and address)</i> <<<>>
---	---

The Owner and Architect amend the Agreement as follows:
<<<>>

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment: <<<>>

Schedule Adjustment: <<<>>

SIGNATURES:

_____ ARCHITECT <i>(Firm name)</i>	_____ OWNER <i>(Firm name)</i>
_____ SIGNATURE	_____ SIGNATURE
_____ PRINTED NAME AND TITLE	_____ PRINTED NAME AND TITLE
_____ DATE	_____ DATE

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What about other types of amendments?

Why not just mutual agreement? When parties agree to a contract or a change, there's no need to differentiate who proposed it. It's irrelevant.

OLD

AIA Document G801™ – 2007

Notification of Amendment to the Professional Services Agreement

TO: (Owner or Owner's representative)

Notification Number:

In accordance with the Agreement dated:

BETWEEN the Owner: (Name and address)

and the Architect: (Name and address)

for the Project: (Name and address)

Notification is made of the need to proceed with Additional Services as follows:

The following adjustments shall be made to compensation and time.
(Insert provisions in accordance with the Agreement, or as otherwise agreed by the parties.)

Compensation:

Time:

True on a B101 § 4.2.2 Add Service, false on a B101 § 4.2.1 Add Service

Prompt written notice to the Architect from the Owner is required to discontinue the described service.

SUBMITTED BY:

(Signature)

(Printed name and title)

(Date)

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NEW

AIA Document G801™ – 2017

Notice of Additional Services

PROJECT: (name and address)

AGREEMENT INFORMATION:

NOTICE INFORMATION

<<>>

Date: <<>>

Notice Number: <<>>

Date: <<>>

OWNER: (name and address)

ARCHITECT: (name and address)

<<>>

<<>>

Select as appropriate:

ADDITIONAL SERVICES THAT REQUIRE THE OWNER'S WRITTEN AUTHORIZATION TO PROCEED

(Refer to the Owner-Architect Agreement for a list of Additional Services that require the Owner's written authorization to proceed.)

The Architect hereby notifies the Owner of the need, and requests the Owner's authorization, to perform the following Additional Services:

(Describe the proposed Additional Services and explain the facts and circumstances giving rise to their need.)

<<>>

Compensation Adjustment: <<>>

Schedule Adjustment: <<>>

ADDITIONAL SERVICES TO AVOID DELAY IN CONSTRUCTION

(Refer to the Owner-Architect Agreement for a list of Additional Services that the Architect may provide to avoid delay in Construction.)

The Architect hereby notifies the Owner of the need to perform the following Additional Services:

(Describe the Additional Services and explain the facts and circumstances giving rise to their need.)

<<>>

Compensation Adjustment: <<>>

Schedule Adjustment: <<>>

Note: The Architect may have already begun to provide these services to avoid delay in the Construction Phase of the Project. If the Owner determines that all or parts of these services are not required and elects to discontinue these services, the Owner must promptly notify the Architect and compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

ISSUED BY THE ARCHITECT:

OWNER'S AUTHORIZATION, IF REQUIRED:

ARCHITECT (Firm name)

OWNER (Firm name)

SIGNATURE

SIGNATURE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

DATE

DATE

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2017 Release

Education & Resources


To view comparisons between the 2007/2017 documents, please click [here](#)

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Every 10 years, the core set of AIA Contract Documents are reviewed and updated based on industry trends and important court decisions. The April release includes 11 revised AIA forms and contracts. An additional 18 forms and agreements will be released in the fall of 2017. Once the 2017 documents are released, the 2007 editions of the documents can continue to be used for up to 18 months.

Major changes to the Owner/Architect agreements are:

- Single Sustainable Exhibit that can be used with any project and added to any AIA document to address the risks and responsibilities associated with sustainable services.
- New agreements contain a fill point to prompt the parties to discuss and insert an appropriate "Termination Fee" for terminations for convenience.
- The Architect is no longer required to re-design for no additional compensation if he or she could not have reasonably anticipated the market conditions caused the bids or proposals to exceed the owner's budget.
- Additional Services identified at the time of agreement are now categorized as Supplemental Services to avoid confusing them with Additional Services that arise during the course of the project.
- The new agreements clarify how the Architect's progress payments will be calculated if compensation is on a percentage basis.

Major changes to the Owner/Contractor agreements are:

- New exhibit with comprehensive insurance and bonds provisions that can be attached to many of the AIA owner/contractor agreements.
- Expanded ability for the owner and contractor to directly communicate about the project while maintaining the architect's ability to remain informed about communications that affect its services.
- Clarified provisions that require the owner to provide proof that it has made financial arrangements to pay for the project.
- Simplified provisions for the contractor to apply for, and receive, payments.

List of 2017 Documents - April 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

2017 Document Comparisons

Compare the new 2017 versions of the documents with the previous 2007 editions.

- **A101-2017 Compared to A101-2007**
- **A102-2017 Compared to A102-2007**
- **A103-2017 Compared to A103-2007**
- **A104-2017 Compared to A107-2007**
- **A105-2017 Compared to A105-2007**
- **A201-2017 Compared to A201-2007**
- **A401-2017 Compared to A401-2007**
- **B101-2017 Compared to B101-2007**
- **B102-2017 Compared to B102-2007**
- **B103-2017 Compared to B103-2007**
- **B104-2017 Compared to B104-2007**
- **B105-2017 Compared to B105-2007**
- **C401-2017 Compared to C401-2007**

Resources:

- **Purchase**
- **Register for a Free Webinar - Understanding the Revised 2017 Documents - May 11 from 2 - 3 EDT**
- **FAQs**
- **Relationship Diagrams**

Contact and Resource Information

AIA Contract Documents education on Learn:

www.aiacontracts.org/learn

Questions about AIA document content:

Email: docinfo@aia.org

Tel.: (202) 626-7526

Questions about ACD5:

Email: docstechsupport@aia.org

Tel.: (800) 942-7732

Thank you!