

1966 AIA DOCUMENT A 201

The national office of AIA has requested that New Mexico Architecture bring this most important matter to the attention of its readers.

1. In response to a survey by Institute staff, AIA spokesmen in 20 key states reported that the 1966 edition of A201 is being used successfully in their areas, and that no difficulties with contractors have been encountered. Contrary to reports that have appeared elsewhere, the AIA chapters which were contacted stated that contractors are complying with the provisions of Paragraph 4.18 revised. Insurance is now generally available to all qualified contractors. In a few localities reports indicate some continued lack of understanding of the 1966 edition by contractors who urge the use of the 1963 edition.

2. The Institute urges members who have not done so to begin immediately to use all of the 1966 editions of the AIA documents. These documents include A101, Owner-Contractor Agreement, A201, the General Conditions of the Contract for Construction and B131, Owner-Architect Agreement. These bear a September 1966 edition date.

3. Recent news items in the trade press have given inaccurate and erroneous impressions concerning the "document controversy" and actions taken at the recent AGC national convention with respect to the documents.

One story said that (AGC) "membership action effectively scrapped the entire 1966 revised edition of AIA Document A201." The fact is that the convention passed the following resolution:

"Be it resolved that the Associated General Contractors of America assembled in its 48th Annual Convention, March 6-9, urges the AIA-AGC Liaison Commission to reexamine carefully the 1966 edition of (A201) in the light of the many questions and objections raised throughout the country; and

Be it further resolved, that this convention assembled requests the National Officers of both AIA and the AGC to continue negotiations on an urgent priority basis to create a workable, equitable and clearly understandable Document A201 so that the AGC may endorse the use of the 1966 edition, as so revised."

4. Negotiations by the AIA-AGC and the Insurance Industry reached agreement in January on the "hold-harmless provision", 4.18, which has been widely publicized. AIA First Vice President Robert L. Durham and AGC Senior Vice President Fred W. Mast began discussions well in advance of the AGC convention on other phrases and words in various parts of AIA Document A201 which AGC still has reason to wish modified. These discussions are continuing and represent implementation of AGC's convention resolution.

5. In the viewpoint of AIA's Vice President Durham the requested further changes are minor compared with the major improvement in the whole document, and present no insurmountable difficulties in the path of reaching agreement. The final resolution of the items under discussion will be handled at the National level through the regular procedures of action by the Committee on Documents Review with advice of legal and insurance counsel, and subsequent approval of the Board. Any modifications so approved will appear in a scheduled reprinting of the Documents, with ample and timely notification to the AIA membership.

6. In view of the confusion caused by local rumors and erroneous news items, all AIA members are reminded again:

- (a) The Standard Documents of the AIA are developed by experts at the national level to aid all architects in all regions with the complexities of present day practice.
- (b) The September 1966 edition of the AIA Documents have been completely updated to deal with problems of legal and insurance liabilities of the parties to the Contract.
- (c) Chapters should not enter into discussions or "negotiations" with other local groups for the expressed purpose of developing revisions to the AIA documents. Chapters have no authority to make any changes to the AIA documents. To attempt to do so would only result in chaos and risk to architects in the area.
- (d) The Institute requests that all suggestions for revisions to the AIA documents be forwarded to the Administrator, Department of Professional Services, American Institute of Architects.

7. The 1963 edition of AIA Document A201, The General Conditions of the Contract for Construction is obsolete and no longer in print. The same applies to Documents B131 and A101.

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8. Practitioners are also cautioned that through continued use of the 1963 edition of A201 they may be exposing themselves to liabilities not covered under their present professional liability insurance policy. Serious financial loss may also be incurred by the owner because of the inadequacies of the 1963 edition of A201.

The 1963 edition of A201 does not provide protection for the owner or the architect in regards to third party liability suits resulting from injuries or damages

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arising out of the contractor's operations during the construction phase.

9. To reiterate: all practitioners are advised to use the September 1966 editions of the documents to insure protection for not only themselves but the owner and contractor as well as a result of the changes in the current legal and insurance liability climate.

10. Revision of the AIA Documents is a continuing and orderly process. The design professions, the AGC, the insurance industry and others are regularly consulted. The documents have been revised many times in the past and will be revised many times in the future to keep pace with the changing climate of architectural practice.

REVISION OF SUBPARAGRAPH 4.18.3

The General Conditions of the Contract for Construction

Subparagraph 4.18.3 as it appears in the September 1966 edition of A201 has been revised (see below). This revision has been approved by the AIA, AGC, and representatives of the insurance industry. The revised wording removes the reluctance on the part of some insurance interests to provide insurance coverage under the present document for their contractor insureds.

This revised Subparagraph 4.18.3 is to be substituted for the present wording. The revised Subparagraph should be incorporated into the document by Addendum, Supplementary Condition, Change Order, or other appropriate method.

The *revised Subparagraph* follows:

"4.18.3 The obligations of the Contractor under this Paragraph 4.18 shall not extend to the liability of the Architect, his agents or employees arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Architect, his agents or employees provided such giving or failure to give is the primary cause of the injury or damage."

The next printing of AIA Document A201 will contain the new wording above and a revision notice to this effect will be printed at the bottom of page 1. However, orders for A201 will be filled with the present September 1966 Edition of A201 which will include this instruction notice to modify the September 1966 Edition of A201 (see attached) until stocks are exhausted. PLEASE DO NOT RETURN YOUR A201 STOCK FOR EXCHANGE. Substitute revised paragraph above when using the present document.

AIA Document A201, Tenth Edition, Sept. 1966, The American Institute of Architects, Washington, D. C.