

AIA Documents — New Releases

A report by Garlan D. Bryan, AIA

Ninety nine years ago the venerable American Institute of Architects published, jointly with the National Association of Builders, its first document, a "Uniform Contract". Then, in 1911 the AIA published its first standardized General Conditions and continued to develop a formidable list of companion documents.

And formidable it is. After thirty nine years of practice, I will have to admit that I did not know specifically that there were 26 series "A" Owner-Contractor documents, 14 series "B" Owner-Architect documents, 6 series "C" Architect-Consultant documents, 2 series "D" Architect-Industry documents, and 86 forms and worksheets in addition to the Architect's Bible, the *Handbook of Professional Practice*.

After reading numerous articles in professional publications about the extensive changes which were to be incorporated in the 1987 edition of these documents, I decided to attend the first seminar on the subject. I am not sure that it was the first, but I am sure that it was intended to be, since it was put on by the (I suppose I should say venerable here also) American Bar Association as a part of the third annual meeting of their Forum Committee on the Construction Industry. And, as I have also learned in thirty nine years of practice, the Attorneys always want to stay one step ahead of the Architects.

I arrived in San Francisco, one of four or five architects in a seminar attended by about 300 attorneys and contractors and a few owner representatives. It was held at the Hyatt (High Anxiety) Regency Hotel in Embarcadero Center, which encompasses five square blocks, and have 32 restaurants, 21 cocktail bars, 23 "fashions for her", only 14 "fashions for him", 20 shoe shops for both, 49 "specialties shoppes", one chapel (level three, Mass at 12:05 Mon.-Fri.), and 3 office towers of indeterminate height. I suppose San Francisco was out there somewhere, because from my twelfth floor room, I could see a sliver of water which had to be the bay.

In any event, the seminar commenced in some subterranean meeting rooms of the hotel. Paul Sieben, AIA, Chairman of the AIA Documents Committee gave an overview of the changes which were incorporated in the new documents and a report on the past and future activities of the committee.

The first phase of this effort includes the immediate release of the General Conditions together with eleven other documents relating to the basic contract forms. They are the B141 and B151 Owner-Architect Agreements, C142 and C142 Architect-Consultant Agreements, A101 and A107 Owner-Contractor Stipulated Sum Agreements, A401 Contractor-Subcontractor Agreement, A511 Guide for Supplementary Conditions and A701 Instructions to Bidders. The second phase will release, later in 1987, the remainder of the Architect-Consultant Agreements, the Construction Management Agreements and the Interior Design documents. The third phase will include the peripheral and other administrative forms in the "G" series, but these may not be completed until 1989.

After reviewing Paul Sieben's outline of the revisions, I envisioned plenty of time to find San Francisco and thought about checking on earlier flights back to Albuquerque. However, at the end of the second day, I rushed to the airport, burdened with about five pounds of handouts and copious notes taken from five other "overviews" by prominent attorneys and data from Workshops A, B, C, D, E, F, and G.

To ease your mind, it was the consensus of the attorneys at the seminar that while the changes were extensive, they were not drastic. There was also a consensus, at least among the attorneys,

that the changes were made to reinforce the following declaration:

"Three score and sixteen years ago, the forefathers of the American Institute of Architects brought forth upon this continent a new contract document conceived to be the Standard General Conditions for the entire construction industry and dedicated to the proposition that all Architects are created equal to or at least should have some good defense against anyone who attempts to sue them."

As one architect, outnumbered by 100 attorneys, I considered this to be necessary for the protection of the minority.

In the coming months you will be deluged with articles, including paragraph by paragraph analyses of the changes. There are extensive changes in format and for clarification which will be apparent in the new publications. However, I would like to limit my observations to the substantive changes as they relate to the duties, responsibilities and liability of each of the parties to the following agreements:

A201 General Conditions of the Contract for Construction:

From the Architects standpoint, the changes affect his specific role in contract administration, communications procedures, claims and disputes, certifications, interpretations, issuance of certificates for payment, review of submittals, and change orders. At the same time, he must be aware of all of the changes which affect the Contractors and the Owner.

The Architects role is deciding claims has been clarified and consolidated into one section (4.3 thru 4.4). Time limits have been added for decisions relating to and the resolution of all claims and disputes.

Under a new provision (9.4.2) relating to the issuance of certificates for payment, the Architect does not represent that he has reviewed actual requisitions from subcontractors or material suppliers.

A new provision (9.5.1) allows the Architect to withhold payment if the unpaid balance would not be adequate to pay liquidated or actual damages in the event of delays.

Under the review of submittals (4.2.7) the Architect is required to check shop drawings, "but only for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents". This section also contains a broader disclaimer relating to dimensions, quantities, construction methods, safety precautions, etc.


The Architect can now rely on a new provision (3.10), which requires that the Contractor submit and keep current a schedule of submittals as well as a schedule for construction.

The former mandatory provision that all communications between the Owner and Contractor be through the Architect has been changed in 4.2.4 to state that these parties "shall endeavor" to communicate through the Architect.

The Architect and Owner may now, under 7.3, issue a "Construction Change Directive" which requires that the Contractor proceed with a directed change, with price adjustments worked out at a later date.

From the Owner's standpoint the changes relate to disclosure of financial information, to providing lien information, expanded insurance coverage, occupying the premises, and hazardous waste occurrences.

When hazardous materials, such as PCB and asbestos are discovered on the site, under 10.1, the Owner is responsible for tests, removal, etc., and is required to indemnify and hold

Continued on page 30 

"Who told you block back-up was more expensive?"

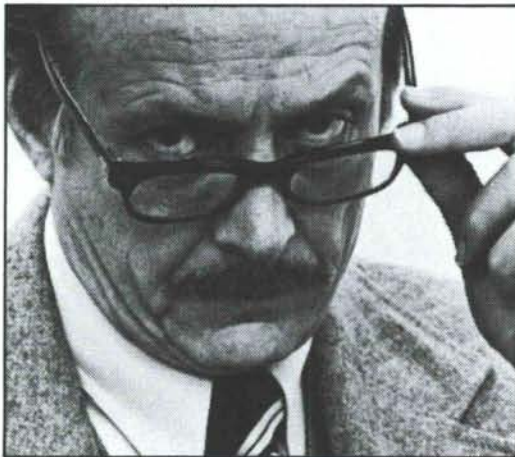
Yes, it looks more expensive than sheet metal studs. It looks more substantial. Block back-up means quality, and quality looks expensive.

Yet, new buildings with brick and block back-up usually cost no more than brick with sheet metal studs . . . sometimes they cost less.

Surprised?

Example: In 1984, the second phase of Chicago Ridge Mall was being bid. The first phase, built in 1981, was built with brick and sheet metal stud back-up. The second phase was designed in the same way. The successful general contractor, Power Construction Company of Elmhurst, Illinois, recognized some very important facts:

- the multiple-trade coordination that is involved with brick and sheet metal studs.
- the credit obtained by eliminating drywall and furring in the plenum and in the shipping and receiving area.
- lower maintenance cost for owner in high traffic areas (no hardboard products needed).



- total cost savings for owner if a brick and block insulated cavity wall was used.

Power Construction asked for a deductive change order for \$15,000, if 1" rigid insulation and concrete block back-up would be used in lieu of sheet metal steel studs.

THEY RECEIVED IT!

Chances are, whoever told you that block back-up was more expensive, knew something about block back-up. They knew about speed of construction and that block was maintenance-free. They knew block was energy efficient and had good fire ratings and the associated lower annual fire insurance cost. They knew that block had better resale value.

They knew something about block back-up all right, EXCEPT ABOUT ITS PRICE!



Courtesy of
Masonry Advisory Council

MASON CONTRACTORS ASSOCIATION OF NEW MEXICO