
RLI Design Professionals
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The October 2017 release of AIA’s Contract Documents focuses on additional revisions to the more frequently used project forms. The new revisions focus on coordinating these documents with the other newly revised forms from April 2017. Design professionals are providing services beyond the traditional basic services, so these updated forms help keep pace with industry trends.
Learning Objectives

Understand the changes to the B201 – Design and Construction Contract Administration Services - and the risks that go along with providing these services

Gain insight into the specialty services “scope” documents which can be added to the “base” Owner-Architect contract forms

Review administrative form changes, such as the reorganization of the Certificate of Substantial Completion, C704

Revisit some of the major changes from the April release, including the Insurance and Bonds Exhibit, A201
AIA Families of Documents

- Conventional
- Construction Manager as Adviser
- Construction Manager as Constructor
- Design-Build
- Integrated Project Delivery
- Interiors
- International
- Program Management
- Small Projects
- Digital Practices Documents
- Contract Administration & Project Management Forms
Architect Scope Documents

**B201-2017**, Standard Form of Architect’s Services: Design and Construction Contract Administration

**B203-2017**, Standard Form of Architect’s Services: Site Evaluation and Project Feasibility

**B205-2017**, Standard Form of Architect’s Services: Historic Preservation

**B207-2017**, Standard Form of Architect’s Services: On-Site Project Representation

**B210-2017**, Standard Form of Architect’s Services: Facility Support

**C203-2017**, Standard Form of Consultant’s Services: Commissioning
Administrative Forms

G612-2017, Owner's Instructions to the Architect Part A

G612-2017, Owner’s Instructions to the Architect Part B

G701-2017, Change Order

G701S-2017, Change Order (Subcontractor Variation)

G702S–2017, Application and Certificate for Payment, Contractor-Subcontractor Version

G703S–2017, Continuation Sheet, Contractor-Subcontractor Version

G704-2017, Certificate of Substantial Completion

G710-2017, Architect’s Supplemental Instructions

G714-2017, Construction Change Directive

G715-2017, Supplemental Attachment for ACORD Certificate of Insurance 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
Article 2 – Scope of Services

**Owner Substitution – Keeps:**
- Architect isn’t responsible for Owner’s directive or substitution or for Owner’s acceptance, made or given without architect approval

**Adds:**
- Approval must be **written**

**Sustainable Alternatives – Adds:**
- The need to consider sustainable design alternatives but the **“more advanced sustainable design services”** are a “Supplemental Service” or can be part of the E204-2017

**Construction Docs – Keeps:**
- Will consist of drawings and specs setting forth in detail the quality levels...

**Adds:**
- “…**performance criteria**” of materials and systems
Article 2 – Scope of Services

Bid Substitutions – Keeps:

- Architect will consider requests for substitutions if bidding documents permit.

Adds:

- After Owner’s written authorization, as an “Additional Service,” Architect can consider the request and prepare and distribute new documents to bidders.

Review of Submittals – Keeps:

- Architect’s scope of review for contractor’s submittals – limited purpose of “checking for conformance” with Contract Documents.

Adds:

- A full disclaimer for “construction means, methods, techniques, sequences, or procedures.”
- Architect’s right to “rely upon and not be responsible for, the adequacy and accuracy of the services...” of the Contractor’s design professional.
Article 3 – Supplemental and Additional Services

2007

• Additional Services

2017

• Supplemental (former Additional)
  • What you agree to provide at the time of contract execution and not part of your basic scope of services
  • Adds Sustainable Project Services to the “table”
  • Removes the “description” box and adds a separate subsection to explain in detail any Supplemental Services the Owner provides

• Additional
  • Necessitated by project circumstances
  • Adds change in code official interpretations that require you to edit Instruments of Service
  • Still includes the Construction Phase Services section where you can outline the number of shop drawing reviews, visits to the site, and inspections that constitute “Additional Services”
### Article 5 – Cost of the Work

<table>
<thead>
<tr>
<th>Definition – Keeps:</th>
</tr>
</thead>
<tbody>
<tr>
<td>“Total cost to the Owner” and includes “contractors’ general conditions costs, overhead and profit”</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Adds:</th>
</tr>
</thead>
<tbody>
<tr>
<td>“reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by the Owner.”</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Duty to Redesign – Keeps:</th>
</tr>
</thead>
<tbody>
<tr>
<td>No Additional Compensation</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Adds:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Owed additional compensation if due to market conditions you couldn’t anticipate</td>
</tr>
</tbody>
</table>
### Article 6 – Compensation

<table>
<thead>
<tr>
<th>2007</th>
<th>2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Compensation options shows as “fill-in-the-blank”</td>
<td>• Shows compensation options as <em>Stipulated Sum</em>, % <em>Basis</em>, or <em>Other</em></td>
</tr>
<tr>
<td>• Didn’t address cost of work decreasing</td>
<td>• Previous payments can’t be adjusted after-the-fact based on the Owner’s changes to their budget</td>
</tr>
</tbody>
</table>

**Insurance Reimbursement**

• Moved from Article 2
It’s Not Construction Management

Construction Management
- Professional advisory services
- Virtually all aspects of project

Construction Contract Administration
- Interpretations
- Work proceeding in conformity with contract documents

Inspection
- Compliance
- Specs and statutory requirements
- Substantial and final completion
Construction Contract Administration Liabilities

- Liability for not discovering, or discovering, defective work
- Liability for job site accidents
- Liability for impacting contractor’s performance
- Liability to owner or surety on applications for payment
If You Don’t Provide Construction Phase Services

Make it clear in your scope

Include provisions for:

• Indemnification
• Unauthorized changes to design
• Replacement
• Ownership
• Limitation of liability
• Dispute resolution
Scope Documents
### B203 Site Evaluation and Feasibility Services

<table>
<thead>
<tr>
<th>Services</th>
<th>Responsibility</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.6.1 Preliminary assessment of Owner’s Development Objectives</td>
<td>(Architect, Owner, Not Provided)</td>
</tr>
<tr>
<td>2.6.2 Site evaluation</td>
<td></td>
</tr>
<tr>
<td>2.6.3 Identification of environmental requirements</td>
<td></td>
</tr>
<tr>
<td>2.6.4 Site context description</td>
<td></td>
</tr>
<tr>
<td>2.6.5 Cultural factor assessment</td>
<td></td>
</tr>
<tr>
<td>2.6.6 Historic resource inventory</td>
<td></td>
</tr>
<tr>
<td>2.6.7 Building evaluation</td>
<td></td>
</tr>
<tr>
<td>2.6.8 Conceptual drawings</td>
<td></td>
</tr>
<tr>
<td>2.6.9 Estimate of the cost of the Work</td>
<td></td>
</tr>
<tr>
<td>2.6.10 Public hearings and meetings</td>
<td></td>
</tr>
</tbody>
</table>

... 2.7.3 **Identification of Environmental Requirements.** Identify environmental requirements that may apply to the Owner’s Development of Objectives for the site, such as the need for environmental impact statements, assessments, documentation, testing or monitoring.
B205 Historic Preservation Services

- Historic Assessment
- Existing Buildings Assessment
- Preservation Planning
- Specific State and Federal Services
B207 On-Site Project Representation Services

On-Site Representation
- Faster resolution of submittals, RFI’s, payment apps

Services
- Perform CCA in underlying agreement
- Attend meetings and observe tests and inspections
- Observe materials, equipment, workforce, weather conditions
- Review contractor’s documents and schedule
- Log of daily activities and monthly progress reports
B210 Facility Support Services

- Facility Condition Assessment
- Facility Performance Assessment
- Operations Assessment
- Space Management
- Maintenance Management
- Digital Facility Management System
# C203 Commissioning Services

<table>
<thead>
<tr>
<th>Services</th>
<th>Planning</th>
<th>Create Commissioning Plan</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Design Phase</strong></td>
<td>Meet coordination and design reviews</td>
<td></td>
</tr>
<tr>
<td><strong>Construction Phase</strong></td>
<td>Issues log</td>
<td></td>
</tr>
<tr>
<td><strong>Functional Performance Tests</strong></td>
<td>Evaluate operation of systems</td>
<td></td>
</tr>
<tr>
<td><strong>Documentation and Training</strong></td>
<td>Manual review and operator training</td>
<td></td>
</tr>
</tbody>
</table>
Does a Change Order modify the Architect’s contract with the Owner?
No, an Amendment for Additional Services changes the Architect’s contract with the Owner.
AIA Document G701™ – 2017

Change Order

PROJECT: (name and address)  CONTRACT INFORMATION:  CHANGE ORDER INFORMATION:

CONTRACT FOR:
Date:

Change Order Number:
Date:

OWNER: (name and address)  ARCHITECT: (name and address)  CONTRACTOR: (name and address)

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
§9.8.1 Substantial Completion is the stage of the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the work for its intended use.

§9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish the responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work ... unless otherwise provided...

• AIA A201-2017
Certificate of Substantial Completion

PROJECT: (name and address)  CONTRACT INFORMATION:  CERTIFICATE INFORMATION:
Contract For:  Certificate Number:
Date:  Date:

OWNER: (name and address)  ARCHITECT: (name and address)  CONTRACTOR: (name and address)

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 (Firm Name)  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:

(Identify the list of Work to be completed or corrected.)
G714 Construction Change Directive

PROPOSED ADJUSTMENTS
1. The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price:
   - ☐ Lump Sum (increase) (decrease) of $  
   - ☐ Unit Price of $ per  
   - ☐ Cost, as defined below, plus the following fee:
     (Insert a definition of, or method for determining, cost)  
   - ☐ As follows:

2. The Contract Time is proposed to (be adjusted) (remain unchanged). The proposed adjustment, if any, is (an increase of ___ days) (a decrease of ___ days).

NOTE: The Owner, Architect and Contractor should execute a Change Order to supersede this Construction Change Directive to the extent they agree upon adjustments to the Contract Sum, Contract Time, or Guaranteed Maximum price for the change(s) described herein.

When signed by the Owner and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.  

Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CCD.
# Notice of Additional Services

<table>
<thead>
<tr>
<th>PROJECT: (name and address)</th>
<th>AGREEMENT INFORMATION:</th>
<th>NOTICE INFORMATION:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Date:</td>
<td>Notice Number:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Date:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>OWNER: (name and address)</th>
<th>ARCHITECT: (name and address)</th>
</tr>
</thead>
</table>

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.)
AIA® Document G802™ – 2017

Amendment to the Professional Services Agreement

PROJECT: (name and address)  
AGREEMENT INFORMATION:  
Date:  
AMENDMENT INFORMATION:  
Amendment Number:  
Date:

OWNER: (name and address)  
ARCHITECT: (name and address)

The Owner and Architect amend the Agreement as follows:

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

Compensation Adjustment:

Schedule Adjustment:
Review of April 2017 Release
B101, Article 2 – Architect’s Responsibilities

**Adds:**

- “Architect represents that it is properly licensed in the jurisdiction where project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed professionals.”
- Specifically draws out the Owner as an Additional Insured on the **CGL, Auto, and Excess/Umbrella**
- Notes that certificates of insurance will be provided to the **Owner**
**B101, Article 9 – Termination or Suspension**

<table>
<thead>
<tr>
<th>Keeps:</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Termination and suspension rights</td>
</tr>
<tr>
<td>• Compensation for services, reimbursable expenses, attributable termination costs</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Removes:</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Termination Expenses</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Adds:</th>
</tr>
</thead>
<tbody>
<tr>
<td>• A negotiable termination fee and licensing fee if Owner will <em>continue to use</em> your Instruments of Service</td>
</tr>
<tr>
<td>• <strong>Automatic</strong> termination date - <strong>one year</strong> from substantial completion</td>
</tr>
</tbody>
</table>
Section 8.1.3
The Architect shall indemnify and hold the Owner and the Owner’s officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys’ fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees, and its consultants in the performance of professional services under this Agreement. The Architect’s obligation to indemnify and hold the Owner and the Owner’s officers and employees harmless does not include a duty to defend. The Architect’s duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.
A201 Insurance Requirements

- Owner’s Insurance
- Contractor’s Insurance and Bonds
- Special Terms and Conditions
Negotiation Steps

Prepare
- Gather Facts and Information
- Develop Strategy and Priorities

Relate
- Share Information Selectively

Inquire
- Obtain Your Counterpart’s Information through Effective Questioning

Zigzag
- Make the First Offer
- Persuade
- Trade

End
- Bring Ideas to a Mutually Agreed Conclusion
- Acknowledge or Formalize the Agreement
Thank you for your time!

QUESTIONS??

This concludes The American Institute of Architects
Continuing Education Systems Program

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