

# **AIA FORM DOCUMENTS:**

**B101 (2017)**

**A133 (2009)**

**AND**

**A312 BOND FORMS (2010)**

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**AIA B101-2017**

# B101 – Article 1

## Initial Information

- Construction Commencement/Construction Completion/Other Milestones
- Previously Identified in Exhibit A
- Owner's Program / Owner's Budget
- Project Characteristics
- Procurement Method
- Sustainable Objective (E204)
- Owner's / Architect's Representative
- Consultants/Contractors
- BIM/Transmission of Digital Data (E203)

# B101 – Article 2

## Architect's Responsibilities

- Properly Licensed
- Standard of Care
- Compromise of Professional Judgment
- Insurance
  - CGL
  - Automobile
  - Umbrella/Excess
  - Workers' Compensation/Employer's Liability
  - Professional Liability
  - Owner Named as Additional Insured

# B101 – Article 3

## Scope of Architect's Basic Services

- Coordination with Owner's consultants
- Schedule of Architect's Services
- Schematic Design Phase Services
  - Based on Owner's Approval of Preliminary Design
- Design Development Phase Services
  - Based on Owner's Approval of Schematic Design
- Construction Documents Phase Services
  - Based on Owner's Approval of Design Development
- Procurement Phase Services
  - Competitive Bidding or Negotiated Proposals
- Construction Phase Services
  - Administration of Construction Contract
  - Evaluations of Work
  - Certificates for Payment
  - Submittals
  - Changes
  - Project Completion

# B101 – Article 4

## Supplemental and Additional Services

- Supplemental Services
  - Predesignated or Deemed “Not Provided”
- Additional Services
  - Unforeseen Circumstances
    - After Owner’s Written Authorization
    - After Notice to Owner
- Limitations on Number of Reviews, Visits and Inspections as Part of Basic Services
- Construction Phase Services 60 Days Beyond Substantial Completion
- Timeframe for Providing Basic Services

# B101 – Article 5

## Owner's Responsibilities

- Owner's Program
- Owner's Budget
- Surveys
- Geotechnical Services
- Supplemental Services (if identified)
- Coordination of Owner's Other Consultants
- Tests, Inspections and Reports
- Notice of Known Errors or Omissions
- Communications with Contractor (Copying Architect)
- Coordination of Architect's Duties under Construction Contract
- Furnish to Architect Access to Project Site

# B101 – Article 6

## Cost of the Work

- Total Cost to Owner to Construct All Elements of Project Designed or Specified by Architect
- Adjustment of Owner's Budget
- Architect Does Not Warrant Bids will be Consistent with Owner's Budget
- Architect's Guidelines for Preparing Estimates
- Bidding / Negotiation Phase to Commence Within 90 Days after Submission of Construction Documents
- Recommendations from Architect if Owner's Budget Exceeded
- Owner's Options if Owner's Budget Exceeded
- Modifications to Construction Documents by Architect
  - If not reasonably anticipated, Architect entitled to additional compensation



# B101 – Article 7

## Copyrights and Licenses

- Representations Regarding Copyrights
- Architect Retains Ownership of Instruments of Service
- Owner is Granted Limited License to Use Instruments of Service
  - Solely for Constructing, Using, Maintaining, Altering and Adding to this Project – if Owner Substantially Performs
  - License Terminated if Agreement Terminated by Architect
- Architect Released if Owner Uses Instruments of Service Without Architect
- Owner Indemnifies Architect for Owner's Use of Instruments of Service
- Assignment of License by Owner Requires Architect's Prior Written Agreement

# B101 – Article 8

## Claims and Disputes

- Check-the-Box (Arbitration/Litigation/Other)
  - Within applicable statute of limitations but not more than 10 years after the date of substantial completion
- Waiver of Subrogation With Respect to Property Insurance
- Waiver of Consequential Damages
- Mediation
  - Non-Binding
  - Condition Precedent to Binding Dispute Resolution
- Arbitration
- Consolidation or Joinder
- Litigation (lack of terms)

# B101 – Article 9

## Termination or Suspension

- By Architect
  - Failure of Owner to Make Payments
  - Project Suspended
  - Failure of Owner to Substantially Perform
- By Owner
  - Failure of Architect to Substantially Perform
  - For Owner's Convenience
    - Compensation/Reimbursable Expenses/Termination Fee/Licensing Fee
- Agreement Automatically Terminates One Year from the Date of Substantial Completion

# B101 – Article 10

## Miscellaneous Provisions

- Governed by Law of Where Project is Located
- Successors and Assigns Bound
- No Assignment Without Written Consent of Other Party
- Lender Consents
- No Third Party Beneficiaries
- Architect Has No Responsibility for Haz/Mats
- Architect's Right to Use Photographs in Advertising
- Confidential / Business Proprietary Information
- Invalidity of Provisions

# B101 – Article 11

## Compensation

- Basic Services (Stipulated Sum / Percentage Basis / Other)
- Supplemental Services
- Additional Services
- Breakdown of Compensation Among Phases
- Architect's and Consultant's Hourly Billing Rates
- Reimbursable Expenses / Mark-up
- Insurance in Excess of Section 2.5
- Payments
  - Initial Payment
  - Timeframe / Frequency
  - Owner's Right to Offset Sums Requested By or Paid to Contractor
  - Architect's Responsibility to Make Records Available for Owner's Review

# B101 – Article 12

## Special Terms and Conditions

- Parties Must Insert Special Terms and Conditions that Modify the Agreement

# B101 – Article 13

## Scope of the Agreement

- Entire Agreement
- No Amendment Unless in Writing Signed by Both Parties
- Identification of Documents Comprising Agreement
  - Exhibits
    - E203 (automatically) / E204 (if checked) / Other
  - Other Documents

**AIA A133-2009**



# A133 – Preconstruction Phase Services

- CM's Responsibilities
- Owner's Responsibilities
- Compensation

# CM's Precon Responsibilities

- Prior to GMP Proposal
  - Preliminary Evaluation of Owner's Program
  - Advise Owner on Various Issues
  - Prepare and Update Schedule
  - Provide Various Recommendations
  - Provide Preliminary Cost Estimates
  - Develop Bidder's Interest
  - Prepare Procurement Schedule
  - Standard of Care/Applicable Laws

# CM's Precon Responsibilities

- Preparation of GMP Proposal
  - Estimated Cost of the Work
  - CM's Fee
  - Basis for GMP Proposal
    - Drawings and Specifications]
    - Clarifications and Assumptions
    - Proposed GMP
    - Estimated Date of Substantial Completion
    - Deadline for Acceptance by Owner
  - Contingency
  - GMP Amendment

# Owner's Precon Responsibilities

- Owner's Information
- Owner's Financial Arrangements
- Tests, Surveys and Reports
- Owner's Designated Representative
- Architect

# Compensation for Precon Phase Services

- Fill in Blank
  - Amount and Basis
  - Reimbursable Expenses
- Expiration Date for Preconstruction Phase Fee
- Direct Personnel Reimbursable Expenses
- Payments Monthly (in proportion to services performed)
- Payment Due Upon Receipt of CM's Invoice

# A133 – Construction Phase Services

- CM's Responsibilities
- Owner's Responsibilities
- Compensation
- Cost of the Work
- Payment Terms

# CM's Construction Responsibilities

- Commencement of Construction Phase
- Administration of Contract
  - Subcontractor Bids
  - Project Meetings
  - Construction Schedule
  - Submittal Schedule
  - Progress Reports / Daily Logs
  - Professional Services
  - Hazardous Materials

# Owner's Construction Responsibilities

- Owner's Financial Arrangements
- Tests, Surveys and Reports
- Owner's Designated Representative
- Architect



# Compensation for Construction Phase Services

- Contract Sum
- GMP
- Changes in the Work
- Adjustments to GMP

# Cost of the Work

- Costs that are Reimbursable
  - Labor Costs
  - Materials and Equipment Costs
  - Subcontract Costs
  - Miscellaneous Costs
  - Emergency and Other Costs
- Costs that are not Reimbursable
- Discounts, Rebates and Refunds
- Related Party Transactions
- Accounting Records

# Payment Terms

- Progress Payments
  - Architect's Certification
  - Timing / Frequency
  - Applications for Payment
  - Supporting Documentation
  - Schedule of Values
  - Stored Materials and Equipment
  - CM's Fee
  - Retainage
  - Owner's Right to Withhold
- Final Payment
  - Full Performance / Architect's Certification
  - Timing
  - Audit Procedures

# A133 – Other Provisions

- General Provisions
- Insurance and Bonds
- Dispute Resolution
- Termination or Suspension
  - Prior to Establishing GMP
  - After Establishing GMP
- Miscellaneous
  - Defined Terms
  - Ownership and Use of Documents
  - Governing Law
  - Assignment
- Scope of Agreement / Incorporation of Documents

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# Performance Bond

- Section 1 – Joint and Several Liability of Contractor and Surety
- Section 2 – Conditions of the Bond
- Section 3 – Events Triggering Surety's Obligations
  - Notice
  - Default Declared
  - Owner Agrees to Continue Making Payments to the Surety or Replacement Contractor

# Performance Bond

- Section 4 – Failure of Owner to Provide Notice
- Section 5 – Surety's Options
  - Engage the Principal
  - Complete Construction Contract Itself
  - Hire Replacement Contractor
  - Waive its Rights and (1) Make Payment to Owner or (2) Deny Liability
- Section 6 – Surety Default

# Performance Bond

- Section 7 – Surety’s Liability Under the Bond
- Section 8 – Limit to Surety’s Liability
- Section 9 – Extent of Surety’s Liability
- Section 10 – Waiver of Notice of Changes to Construction Contract
- Section 11 – Venue and Limitations
- Sections 12-13 – Notice Under Bond
- Section 14 – Definitions
- Section 15 – Subcontractor Bond
- Section 16 – Modifications to Bond



# Payment Bond

- Section 1 – Joint and Several Liability of Contractor and Surety
- Section 2 – Conditions of the Bond
- Section 3 – Events Triggering Surety's Obligations
- Section 4 – Surety's Obligations to Owner
- Section 5 – Triggering Surety'

# Payment Bond

- Section 6 – Notice of Nonpayment by Owner
- Section 7 – Surety's Obligations in Response to Claimant's Notice
- Section 8 – Limit of Surety's Liability
- Section 9 – Priority of Funds Owning under Construction Contract
- Section 10 – Disclaimers of Liability
- Section 11 – Waiver of Notice of Changes to Construction Contract

# Payment Bond

- Section 12 – Venue and Limitations
- Section 13 – Notice Under Bond
- Section 14 – Statutory Bond / Savings Clause
- Section 15 – Copy of Bond
- Section 16 – Definitions
- Section 17 – Subcontractor Bond
- Section 18 – Modifications to Bond