

## AIA Contract Language Of Which To Be Aware



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Almost all contracts entered into between a church and an architect will be on one of the standard AIA B141 form agreement. There is a 1987 version and a 1997 version. The latest 1997 version has some additional provisions of which representatives of a church who will be signing such a contract need to be made aware. There may be additional architectural costs that the church representatives have not planned on spending. It is very easy to look at the basic fees an architect will be charging and assume that is all the architect will be receiving. That is not the case with most architectural contracts.

Here are just a couple of examples of the things that may cost your church more for your architect than you anticipated.

### **1. Contractor Substitution Recommendations to the Owner and Architect.**

Most all projects typically involve value engineering by the contractor. The intent is to make recommendations for substitutions of material or systems as specified by the architect that will result in cost savings to the Owner (Church). Most architects believe they lose too much time and money in evaluating these proposed substitutions that may or may not be approved by the architect.

The new version of the AIA B141 states in Paragraph 2.8.2.6 that the architect is now entitled to extra compensation from the Owner in evaluating the proposed substitutions. Is this going to cost you more money? Yes, it is. To know how much this may cost your church, obtain an estimate from the architect...before you sign the contract.

### **2. Contractor's Requests for Information (RFIs) from Architect.**

A contractor may initiate several RFIs during the course of reviewing the drawings during the bidding process and during construction. These RFIs are usually initiated because the contractor wants clarification on items that the contractor feels is ambiguous or unclear in the construction documents prepared by the architect. Most architects believe they again invests a lot of time and money on RFIs when the information may be readily available in the construction documents.

The newer version of AIA B141 addresses this issue. Paragraph 2.8.2.2 states that an architect is entitled to extra compensation from the Owner if the Owner's Contractor initiates an RFI and it ends up the information was readily available in the construction documents. Unfortunately, this is going to put the Owner in a bad position of paying out more money that is going to be relatively hard to control. This is because the Owner will most likely have no control over the Owner's contractor submitting RFIs whenever he deems it necessary, and the Architect may charge the Owner for RFIs that arguably could be warranted from the Owner's contractor. The question becomes, who is going to make the decision regarding what is a legitimate RFI and which one isn't.

Some other revisions in the 1997 AIA that puts the Owner at some risk for paying extras to the architect include: The form and timing of shop drawing submittals, samples, and other submittals; Timing of Project inspections; Number of Site visits.

Remember to read and understand every single line and clause in any contract you sign for your church. It may be tedious work, but you will definitely be glad you did. You won't be hit in the face with any surprises. Remember too that you can negotiate out of any standard contract anything you don't like that will put your church at risk.

The easy way to solve this is to let this issue be between the architect and contractor. Change the provision in the AIA agreement to state as such. Get your church out of the middle.