

Catholic Mutual... "CARES"

AIA and AGC DOCUMENTS

(Needed Deletions to Various Construction Contracts)

When parishes enter into a contract for a major renovation or remodeling project of parish facilities or for the construction of a new building, a contract is signed with the general contractor. In most instances, the contract required is a standard contract prepared by the American Institute of Architects or by the Associated General Contractors of America. Two of the most common standard contracts are the AIA Document A201 and AIA Document A107. There are also many other AIA and AGC contracts.

From an insurance and indemnification standpoint, the standard documents are written in favor of the contractor and/or sub-contractor. Fortunately, the contracts can be altered to make them more equitable for parishes.

Attached is a contract which allows for changes to be made to various AIA and AGC contracts. Please note the changes are only intended to address insurance and indemnification concerns. Other areas of the contract should be reviewed on behalf of the parish by a qualified attorney and the Arch/Diocesan Building Office.

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Please check the box next to the document which is being utilized. Checked boxes will denote the deletion and/or modification of the corresponding AIA or AGC contract as shown below.

ADDENDUM/CHANGES TO AIA or AGC CONTRACT

Owner and Contractor agree that the deletions and/or changes outlined below will be binding and alter the corresponding AIA or AGC contract that is referenced. Both Owner and Contractor agree the Addendum will supersede any other contractual language.

- AIA DOCUMENT A201-2007 edition
General Conditions of the Contract for Construction
 - 11.3.1 Add sentence to end "While the interests of all parties are covered, only the Owner will be named as an insured"
 - 11.3.2 Delete second half of last sentence "and the Owner and Contractor shall be named insureds". Add sentence to end of paragraph "Owner and Contractor agree only the Owner will be an insured on the policy"
 - 11.3.3 & 11.3.5 Add sentence to end of each "This paragraph does not apply to the extent Owner, Contractor, subcontractor, sub-subcontractor, architect, architects consultants, or an agent of any of the above has liability insurance to cover damages sustained by Owner or Contractor."
 - 11.3.7 Add sentence to end "This paragraph does not apply to the extent Owner, Contractor, subcontractor, sub-subcontractor, architect, architects consultants, or an agent of any of the above has liability insurance to cover damages sustained by Owner or Contractor."
 - 15.1.6 Delete entire paragraph

- AIA Document A201 – 2017
General Conditions of the Contract for Construction
 - 10.2.5 Delete wording in parenthesis "other than damage or loss insured under property insurance required by the Contract Documents".
 - 11.1.1 Add sentence to the end "Such insurance shall be endorsed as primary coverage for Owner."
 - 11.3.1 & 11.3.2 & 11.4 Add sentence to the end "This paragraph does not apply to the extent Owner, Contractor, subcontractor, sub-subcontractor, architect, architects consultants or an agent of any of the above has liability insurance to cover damages sustained by Owner and Contractor."
 - 15.1.7 Delete entire paragraph

- AIA Document A101 – 2017
Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum – Insurance and Bonds (Exhibit A)
 - A.2.3.1 Replace last two sentences with "This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project and the interest of Mortgagees as loss payees. While the interests of all parties are covered, only the Owner will be named as an insured."

- AIA Document A102 – 2017
Standard Form of Agreement Between Owner and Contractor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price – Insurance and Bonds (Exhibit A)
A.2.3.1 Replace last two sentences with “This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project and the interest of Mortgagees as loss payees. While the interests of all parties are covered, only the Owner will be named as an insured.”

- AIA Document A103 – 2017
Standard Form of Agreement Between Owner and Contractor where the basis of payment is the Cost of Work Plus a Fee without a Guaranteed Maximum Price (Exhibit A)
A.2.3.1 Replace last two sentences with “This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project and the interest of Mortgagees as loss payees. While the interests of all parties are covered, only the Owner will be named as an insured.”

- AIA Document A104 – 2017 edition
Standard Abbreviated Form of Agreement Between Owner and Contractor
17.2.2.1 Add sentence to the end “While the interests of all parties are covered, only the Owner will be named as an insured.”
17.2.2.7.1 & 17.2.2.7.2 Add sentence to the end “This paragraph does not apply to the extent Owner, Contractor, subcontractor, sub-subcontractor, architect, architects consultants or an agent of any of the above has liability insurance to cover damages sustained by Owner and Contractor.”
21.11 Delete entire paragraph

- AIA Document A105 – 2017
Standard Short Form of Agreement Between Owner and Contractor
5.5 Delete entire paragraph

- AIA Document A107 – 1997 edition
Abbreviated Standard Form of Agreement Between Owner and Contractor for Construction Projects of Limited Scope
15.2.2 Delete the word “sole” from the last sentence
16.3.3 Delete entire paragraph
16.4.1 Delete last sentence only (beginning with “this insurance shall...”)
16.5.1 Delete entire paragraph

- AIA Document A107 – 2007 edition
Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope
17.3.1 Replace last sentence with “While the interests of all parties are covered, only the Owner will be named as an insured”
17.3.3 Add sentence to end of paragraph “This paragraph does not apply to the extent Contractor, subcontractor, sub-subcontractor, architect, architects consultants, or an agent of any of the above has liability insurance to cover damages sustained by Owner”

- AIA Document A141 – 2014 edition
Standard Form of Agreement between Owner and Design-Builder
B.3.2.1 Add sentence to 10th line down after “in the Project” as follows – “While the interests of all parties are covered, only the Owner will be named as an insured.”
B.3.2.2 Delete second half of last sentence “and the Owner and Design-Builder shall be named insured on the policy.”

- B.3.2.4 Add sentence to end of paragraph "This paragraph does not apply to the extent Owner or Design-Builder or an agent of any of the above has liability insurance to cover damages sustained by Owner or Design-Builder."
- B.3.2.5 Delete last sentence. Also, add sentence to end "This paragraph does not apply to the extent Owner or Design-Builder or an agent of any of the above has liability insurance to cover damages sustained by Owner or Design-Builder."
- B.3.2.7 Add sentence to end "This paragraph does not apply to the extent Owner or Design-Builder, contractor, sub-contractor, sub-subcontractor or any agent of the Above has liability insurance to cover damages sustained by Owner or Design-Builder."

□ AIA Document A201/CMa – 1992 edition
Standard Form of Agreement Between Owner and Architect where the Construction Manager is NOT a Constructor

- 10.1.4 Delete the phrase "in whole or in part" in the second line from the bottom of paragraph
- 11.3.1 Delete last sentence only
- 11.3.2 Delete "this insurance shall include interests of the Owner, Construction Manager, Contractor, Subcontractors and Sub-subcontractors in the Work and the Owner and Contractor shall be named insureds" beginning in the fifth line of the paragraph
- 11.3.5 Delete entire paragraph
- 11.3.7 Delete entire paragraph
- 11.3.8 Delete entire paragraph
- 11.3.9 Delete entire paragraph
- 11.3.10 Delete entire paragraph

□ AIA Document A232 – 2009 edition
General Conditions of the Contract for Construction, Construction Manager as Advisor

- 11.3.1 Add sentence to end "While the interests of all parties are covered, only the Owner will be named as an insured"
- 11.3.2 Delete second half of last sentence "and the Owner and Contractor shall be named insureds". Add sentence to end of paragraph "Owner and Contractor agree only the Owner will be an insured on the policy"
- 11.3.3 & 11.3.5 Add sentence to end of each "This paragraph does not apply to the extent Owner, Contractor, subcontractor, sub-subcontractor, architect, architects consultants, or an agent of any of the above has liability insurance to cover damages sustained by Owner or Contractor."
- 11.3.7 Add sentence to end "This paragraph does not apply to the extent Owner, Contractor, subcontractor, sub-subcontractor, architect, architects consultants, or an agent of any of the above has liability insurance to cover damages sustained by Owner or Contractor."
- 15.1.6 Delete entire paragraph

□ AGC Document 410 – 1993 edition
Standard Form of Design – Build Agreement and General Conditions
Between Owner and Contractor

- 11.5.1 Delete second sentence only (beginning with "This insurance shall...")
- 11.5.3 Delete entire paragraph
- 11.5.4 Delete entire paragraph
- 11.6.1 Delete entire paragraph
- 11.7.1 Delete entire paragraph
- 11.7.2 Delete entire paragraph

- AGC Document 415 – 1993 edition
Standard Form of Design – Build Agreement and General Conditions
Between Owner and Contractor
 - 10.1.2 Delete entire paragraph
 - 10.5.1 Delete Contractor, Architect/Engineer, Subcontractors and Subsubcontractors from the second sentence in lines two and three
 - 10.5.4 Delete Contractor, Architect/Engineer, Subcontractors and Subsubcontractors from the first sentence in lines one and two and the entire last sentence (beginning with “Exposures of the...”)
 - 10.5.5 Delete last sentence only (beginning with “If the Contractor...”)
 - 10.7.1 Delete entire paragraph
 - 10.7.2 Delete entire paragraph

- AIA Document A191 – Electronic Format – 1996 edition
Standard Form of Agreements Between Owner and Design/Builder
 - 7.2.1 Delete last sentence only (beginning with “The Design/Builder shall...”)
 - 7.3.1 Delete last sentence only (beginning with “This insurance shall...”)
 - 7.3.3 Delete entire paragraph
 - 7.3.4 Delete last two sentences (beginning with “This insurance shall...”)
 - 7.3.8 Delete entire paragraph
 - 7.4.1 Delete entire paragraph

- AIA Document B101 – 2007 edition
Standard Form of Agreement Between Owner and Architect
 - 8.1.2 Delete entire paragraph
 - 8.1.3 Delete entire paragraph
 - 8.2.4 Add the following: Both parties agree the method of binding dispute resolution will be “Litigation in a court of competent jurisdiction.”

- AIA Document B101 – 2017 edition
Standard Form of Agreement Between Owner and Architect
 - 8.1.2 Delete entire paragraph
 - 8.1.3 Delete entire paragraph
 - 8.2.4 Add the following: Both parties agree the method of binding dispute resolution will be “Litigation in a court of competent jurisdiction.”

- AIA Document B141 — 1997 edition
Standard Form of Agreement Between Owner and Architect with
Standard Form of Architects Services
 - 1.3.6 Delete entire paragraph
 - 1.3.7.4 Delete entire paragraph
 - 1.4.2.1 Add at end of paragraph. “This paragraph does not apply to the extent Architect or any sub-consultants have liability insurance to cover negligence errors or omissions.”

- AIA Document B151-1997 edition
Abbreviated Standard Form of Agreement Between Owner and Architect
 - 9.4 Delete entire paragraph

- AGC Document 250 – 2000 edition
 - Standard Form of Agreement and General Conditions Between Owner and Contractor
 - 11.1.1 Delete the phrase “other than to the work itself and other property insured under Subparagraph 11.4” from the first sentence (beginning in the third line)
 - 11.1.2 Owner will not be responsible to indemnify for any act or omission of an Architect/Engineers or Others
 - 11.2 Delete entire paragraph
 - 11.4.1 Delete the second sentence (beginning with “This insurance shall also name...”) and delete the fourth sentence (beginning with “This policy shall provide for a waiver...”)
 - 11.4.3 Delete entire paragraph up to the word “more” in the eighth line. The rest of the paragraph (beginning with “the Contractor shall indemnify”) remains intact

CONTRACTOR:

PARISH:

_____ (PARISH is understood to include the Arch/Diocese of _____)

BY:

BY:

NAME

NAME

DATE

DATE

(Revised 02/19)