

AIA 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. Two of the most common standard contracts are the AIA Document A201 and AIA Document A107. There are also many other AIA 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 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.

Catholic Mutual. . ."CARES"

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

ADDENDUM/CHANGES TO AIA 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 – 1987 edition
General Conditions of the Contract for Construction
 - 10.1.4 Delete second from last sentence (beginning with “regardless of whether or not...”)
 - 11.3.1 Delete second half of first sentence (beginning after semicolon with “This insurance shall...”)
 - 11.3.2 Delete entire paragraph
 - 11.3.3 Delete entire paragraph
 - 11.3.5 Delete entire paragraph
 - 11.3.7 Delete entire paragraph

- AIA Document A201 – 1997 edition
General Conditions of the Contract for Construction
 - 10.3.3 Delete the word “sole” from the last sentence
 - 11.3.3 Delete entire paragraph
 - 11.4.1 Delete last sentence only (beginning with “This insurance shall...”)
 - 11.4.2 Delete second half of first sentence (beginning after semicolon with “This insurance shall...”)
 - 11.4.3 Delete entire paragraph
 - 11.4.5 Delete entire paragraph
 - 11.4.7 Delete entire paragraph

- AIA DOCUMENT A107 – 1987 edition
Abbreviated Form of Agreement Between Owner and Contractor
for Construction Projects of Limited Scope
 - 17.2 Delete last sentence only (beginning with “The Contractor shall...”)
 - 17.3 Delete last sentence only (beginning with “This insurance shall...”)
 - 17.6 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

- 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 Sub subcontractors
from the second sentence in lines two and three
10.5.4 Delete Contractor, Architect/Engineer, Subcontractors and Sub subcontractors
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 B141 – 1987 edition
Standard Form of Agreement Between Owner and Architect
9.4 Delete entire paragraph

- 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

- 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