

UPDATES TO ARE PRACTICE PROBLEMS RELATED TO CHANGES IN THE 2017 AIA DOCUMENTS

PRACTICE MANAGEMENT

2-7; Practice Management; question #17

Add to the first paragraph:

. . .professional liability, workers' compensation, and employers' liability.

2-8; Question #17 answer

Add a new last paragraph on page 2-8:

The architect is now required to also carry employers' liability insurance, which covers costs if an employee makes claims for illness or injury caused by their work or negligence on the part of the employer. It covers liability arising out of work-related injuries that do not fall under workers' compensation. In some cases both workers' compensation and employers' liability can be covered by one policy.

3-3; Delivery of Services; question #14

Change "standard forms for a sustainable project" to "*Sustainable Projects Exhibit.*"

3-9; Questions #14 answer

Change "standard forms for a sustainable project" to "*Sustainable Projects Exhibit.*"

CS1-6; question #1

Replace the third paragraph with the following:

Although the firm should be structured to nurture fellow professionals as stated in Ethical Standard 5.2 this ethical obligation could be achieved within the firm's internal structure and would not be the primary concern in deciding to apply for and accept this project.

PROJECT MANAGEMENT

4 - Project Planning & Management

4-4; question #1

Delete the first sentence of the first paragraph of the solution text and replace with the following:

The guidelines for sustainable design practice are discussed in AIA Document B101, [Sec. 3.2, Subparagraph 3.2.5.1](#).

Delete the last sentence of the last paragraph of the solution text and replace with the following:

However, if the owner decides to incorporate other sustainable design approaches that are not normally included or are not required for local code compliance, it is appropriate for the architect to provide this work as an additional service and indicate this as such in AIA Document B101, Article 4, [Supplemental and Additional Services](#).

4-4; question #3

Delete the last sentence of the solution text and replace with the following:

[Section 5.9](#) requires the owner to provide tests, inspections, and reports required by law or the contract documents.

4-2, 4-5; question #6

Delete answer options (B) and (C) and replace with the following:

(B) [AIA Document E203, Building Information Modeling and Digital Data Exhibit](#) and [AIA Document G201, Project Digital Data Protocol Form](#)

(C) [AIA Document G202, Project Building Information Modeling Protocol Form](#)

Delete the first sentence of the solution text and replace with the following:

[AIA Document E203](#) and [AIA Document G201](#) define the terms of use of contract documents and are designed to be used as exhibits to a prime agreement, such as [AIA Document A101, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum](#), or [AIA Document B101, Standard Form of Agreement Between Owner and Architect](#).

5 – Contracts

5-3; question #3

Delete the last two sentences of the first paragraph of the solution text and replace with the following:

Basic services are defined in Article 3 of the document. **Article 4** establishes the architect's responsibilities beyond basic services. On-site project representation is included in the table in AIA Document B101, Sec. 4.1, **Supplemental and Additional Services**, as a responsibility excluded from basic services.

5-3; question #6

Delete the first sentence of the solution text and replace with the following:

AIA Document B101, **Sec. 5.9**, states that one of the responsibilities of the owner is to furnish tests, inspections, and reports required by law or by the contract documents.

5-3; question #8

Delete the solution text and replace with the following:

The owner is required to furnish and pay for site surveys according to both American Institute of Architects (AIA) Document B101, *Standard Form of Agreement Between Owner and Architect*, Sec. 5.4, and AIA Document A201, *General Conditions of the Contract for Construction*, **Sec. 2.3.4**.

Case Studies

CS2-5, CS2-15; question #8

Delete the first sentence of the first paragraph of the question text on page CS2-5 and replace with the following:

League Library Consultants will provide programming services and prepare the specifications for the furniture, **furnishings**, and equipment (FF&E) for this project.

Delete the first sentence of the first paragraph of the solution text on page CS2-15 and replace with the following:

Programming and furniture, **furnishings**, and equipment (FF&E) design are both **supplemental** services as described in AIA Document B101, *Standard Form of Agreement Between Owner and Architect*.

Delete the first sentence of the second paragraph of the solution text on page CS2-15 and replace with the following:

Programming and FF&E design services can be included in the contract at the beginning of the project by noting them in AIA Document B101, Article 4, **Supplemental and Additional Services**, and defining the scope of the additional work.

CS2-15; question #9

Delete the second sentence of the first paragraph of the solution text and replace with the following:

American Institute of Architects (AIA) Document C401, Standard Form of Agreement Between Architect and Consultant, **Article 4**, states that the consultant “shall not proceed to provide such services until the Consultant receives the Architect’s written authorization.”

PROGRAMMING & ANALYSIS

No updates

PROJECT PLANNING & DESIGN

No updates

PROJECT DEVELOPMENT & DOCUMENTATION

No updates

CONSTRUCTION & EVALUATION

50 – Construction Administration

50-2, 50-7; question #7

Delete the question text and replace with the following:

According to American Institute of Architects (AIA) Document **B101**, *Standard Form of Agreement between Owner and Architect*, which of the following statements regarding construction observations is correct?

Delete the first sentence of the solution text and replace with the following:

Construction evaluation services are not required by AIA Document **B101**.

50-3, 50-8; question #11

Delete the question text and replace with the following:

When AIA Document E204, *Sustainable Projects Exhibit*, is appended as an exhibit to a primary agreement, which of the following statements is true?

- (A) **During construction**, the architect must notify the owner of any deviation from the contract documents that could affect the project’s sustainability.
- (B) The contractor is required to include specific steps that will be taken to achieve sustainability goals in the overall project schedule.
- (C) The architect must make additional site visits to verify the contractor’s compliance with the project

schedule.

(D) The architect guarantees to the owner that the project will achieve the stated sustainable objective.

Delete the solution text and replace with the following:

AIA Document E204 may be appended as an exhibit to a primary agreement when achieving a stated sustainability goal (such as Leadership in Energy and Environmental Design (LEED) certification, or a certain measurable level of energy efficiency) is a part of the project requirements. The agreement complements the sustainability plan that is developed by the owner and architect early in the design process, which describes the sustainable measures to be employed, implementation strategies, details about design reviews, and documentation required for certification submissions, among other requirements. It also sets forth more specific roles and responsibilities of the architect related to sustainable design, including the responsibility to notify the owner of any known deviations from the contract documents that might affect the achievement of sustainable measures. These changes may be noted during a regular site visit or through other project communications.

Under AIA Document E204, the contractor is not required to include specific sustainability steps in the schedule. The architect is not required to make additional visits to verify compliance with the project schedule, and the architect does not guarantee to the owner that the project will achieve the stated sustainable objective.

The answer is (A).

50-10; question #19

Delete the last sentence of the first paragraph of the solution text and replace with the following:

AIA Document A201, Section 3.12.10 states that the contractor is not required to provide professional design services that constitute the practice of architecture or engineering unless specifically noted in the contract documents. If professional design services are required of the contractor by the contract documents, the owner and architect must specify the performance and design criteria that such services must satisfy, as discussed in Section 3.12.10.1. The contractor is entitled to rely on the adequacy and accuracy of such criteria.

50-10; question #21

Delete the second sentence of the solution text and replace with the following:

Only the owner has the right to stop the work, according to the provisions of AIA Document A201, [Sec. 2.4](#).

50-10; question #24

Delete the first sentence of the solution text and replace with the following:

AIA Document A201, [Sec. 13.4](#), states that tests, inspections, and approvals of portions of the work required by the contract documents or by laws, ordinances, rules, regulations, or orders of public authorities shall be paid for by the contractor.

51 – Project Closeout

51-3; question #6

Delete the first sentence of the solution text and replace with the following:

AIA Document B101, Article 4, addresses [supplemental and](#) additional services that the architect will provide only if specifically designated or approved in advance by the owner. [Supplemental services are those that are anticipated at the time that the contract is signed and are identified in the original agreement. Additional services are those that need to be provided after the agreement has been executed, and are described in Section 4.2.1.](#)

Case Studies

CS6-8; Resource 6.4

Under Mixed Use and Occupancy, add to the end of the definition of Assembly Occupancies:

[A room or space used for storage purposes that is accessory to another occupancy shall be classified as part of that occupancy.](#)

CS6-13; question #3

Delete the second and third sentences of the second paragraph of the solution text and replace with the following:

Failure of the contractor to notify the architect of any condition or work performed by separate contractors constitutes an acknowledgment that the separate contractor's work [that is apparent is acceptable to receive the contractor's work](#). In this case, the general contractor promptly notified the architect of the issue, and it would be within the general contractor's rights to make a claim for additional time or money or both according to the provisions of AIA Document A201, [Section 6.2.3](#).

Delete the last sentence of the last paragraph of the solution text and replace with the following:

At that time, the architect would need to make a determination about the claim, in his or her role as the initial decision maker (IDM), according to AIA Document A201, [Section 15.2](#).

CS6-14; question #5

Delete the first paragraph of the solution text and replace with the following:

Under American Institute of Architects (AIA) Document A201, *General Conditions of the Contract for Construction*, **Section 4.2.4**, all communications with subcontractors must go through the general contractor.

CS6-17; Table for Sol. 12 and Sol. 13

Change the occupancy classification for the stockroom from Storage (S-2) to **Mercantile (M)**.

CS6-17; question #14

Delete the solution text and replace with the following:

The IBC no longer requires storage rooms larger than 10% of the total area or 100 ft² to be classified as a storage occupancy rather than an accessory occupancy. Because both spaces have the same occupancy classification, there is no separation required between these spaces.

The answer is (A).