

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

PRACTICE MANAGEMENT

1-29; question #58

Replace the last sentence of the answer with the following:

The general statement of *Code of Ethics and Professional Conduct*, Canon VI, Obligations to the Environment, states that members should recognize and acknowledge the professional responsibilities they have to promote sustainable design and to implement energy and resource conscious design.

PROJECT MANAGEMENT

2-30; question #84

Delete the solution text and replace with the following:

AIA Document A201 addresses issues of insurance and bonds in Article 11 **and in the Insurance and Bonds Exhibit, which is Exhibit A to AIA Documents A101, A102, and A103.**

Section 11.2 **of Document A201 and Article A.2 of the Insurance and Bonds Exhibit** require the owner to carry standard liability insurance throughout the project. An owner would not be required to carry professional liability insurance. This document does not require the owner to include the architect and the contractor as additional insureds on the owner's **liability insurance** policies.

Section A.2.3.1 of the Insurance and Bonds Exhibit requires the contractor to include the architect and owner as additional insureds on the contractor's commercial liability coverage.

Section 11.4 of AIA Document A201 and Section A.2.4 of the Insurance and Bonds Exhibit discuss loss of use insurance. This coverage may be selected at the owner's option but is not a contract requirement; if the owner agrees to provide this, it should be indicated on Exhibit A. However, the contract requires the owner to "waive all rights of action against the Contractor and Architect for loss of the Owner's property, due to fire or other hazards however caused."

The owner is required to purchase all-risk property insurance per **Section A.2.3 of the Insurance and Bonds Exhibit. The owner may choose to purchase additional property insurance; if so, these policies should be indicated in Sections A.2.4 and A.2.5 of the Insurance and Bonds Exhibit.**

Architects are not qualified to give clients advice regarding insurance coverage. Owners should be advised to consult with an attorney or insurance agent if they have questions about insurance recommendations for the project. After this consultation architects can use AIA Document G612, *Owner's Instructions to the Architect*, to gather information about their client's insurance requirements for the purposes of preparing the contract documents.

2-31; question #86 [errata #100867 corrected the answer to this question]

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

AIA Document B101, **Article 4**, addresses changes in services and situations in which the architect is entitled to an adjustment to the schedule and compensation. **The owner-architect agreement distinguishes between supplemental and additional services. 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. If the architect is asked to assume additional responsibilities, or the scope of the project changes, the contract time and/or architect's compensation should be modified accordingly.**

The answer is (A), (C), (E) and (F).

2-31; question #87

Delete the solution text and replace with the following:

Insurance requirements are defined in AIA Document A201, Section 11, Insurance and Bonds, and the Insurance and Bonds Exhibit. Exhibit A, Section A.3.1.3 requires the contractor to include the owner, architect, and architect's consultants as additional insureds on the contractor's liability insurance policy for claims caused by the contractor's negligence.

The owner is required to carry all-risk type property insurance per **Exhibit A, Section A.2.3.1**. Property insurance deductibles are paid by the owner as the policy holder, not by the contractor.

Section 11.2.2 of AIA Document A201 states that if the owner fails to purchase property insurance, the contractor may delay the start of work and purchase insurance to protect their interests. In this case, the contract time and sum may be adjusted by change order. If the owner does not purchase required insurance and does not notify the contractor of this decision, the owner becomes responsible for all losses that the property insurance would have covered.

2-33; question #95

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

Section 3.2.5.1 requires the architect to discuss sustainable design technologies with the owner, but their use is not required if incorporating them into the project is not within the owner's budget or project scope. If the owner requests services such as design for Leadership in Energy and Environmental Design (LEED) certification, energy modeling, commissioning, or incorporation of advanced sustainable design approaches or systems, these supplemental services should be defined under Article 4.

2-4, 2-33; question #96

Delete the solution text and replace with the following:

AIA Document A201, Sec. 3.3.1, states that the contractor is solely responsible for the means and methods of construction. In this case, the contract documents call for a specific procedure in order to achieve the architect's aesthetic objectives. The contractor's responsibility in this situation is to review the recommendations and evaluate the implications for jobsite safety. If the recommendation poses no threat, the contractor will proceed accordingly. If the contractor determines that the procedures required may create an unsafe situation, the contractor must give timely written notice to the owner and architect and propose an alternative way of accomplishing this work and achieving the design intent. If the architect has no objection to the contractor's proposal, the contractor may then perform the work according to these alternative means and methods.

The answer is (B).

2-33; question #97

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

AIA Document G612 is used to gather information from the owner that will be incorporated into the owner-contractor agreement. The form is divided into two sections: construction contract and bidding procedures.

2-5, 2-34; question #106

Delete the first sentence of the question text on page 2-5 and replace with the following:

Which of the following are considered **supplemental** services according to American Institute of Architects (AIA) Document B101, *Standard Form of Agreement Between Owner and Architect*?

Delete the solution text on page 2-34 and replace with the following:

AIA Document B101 classifies services provided by the architect and his or her consultants as either basic, **supplemental**, or additional services.

Basic services are those tasks that must be performed to satisfy the requirements of Article 3, Scope of Architect's Basic Services. This includes architectural design and documentation as well as the structural, mechanical, and electrical engineering services necessary to support the architectural design, and would include preparation of the project manual, construction administration duties, and structural engineering.

Supplemental and additional services are defined in Article 4. **Supplemental services** are those that are anticipated at the time that the contract is signed and are identified in the original agreement. Programming, existing facilities surveys and commissioning are examples of supplemental services. Additional services are

those that need to be provided after the agreement has been executed, due to a change to the project, a delay caused by the owner or others, or other unforeseen conditions, and are described in Section 4.2.1.

2-35; question #107

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

American Institute of Architects (AIA) Document A201, *General Conditions of the Contract for Construction*, Section 11.3, encourages the use of a waiver of subrogation clause in construction contracts in order to maintain relationships among project participants and minimize the opportunity for lawsuits.

2-8; question #122

Delete option (C) of the question text and replace with the following:

(C) AIA Document C141, *Standard Form of Agreement Between Owner and Consultant for a Design-Build Project*

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

AIA Document C141 may be used when an owner hires a consultant to provide planning services for a design-build project. It is accompanied by Exhibit A, in which the parties define the scope of the work.

2-41, 2-42; question #129

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

If the code official requires modifications to the design to comply with the new code requirements, American Institute of Architects (AIA) Document B101, *Standard Form of Agreement Between Owner and Architect*, allows the architect to request additional services compensation from the owner for “changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to the requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care.”

2-42; question #130

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

The lab storage room is considered an accessory occupancy. No separation is required between Group B occupancies and accessory occupancies within.

2-43; question #133

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

Per American Institute of Architects (AIA) Document B101, *Standard Form of Agreement Between Owner and Architect*, **Sec. 4.1.1.25**, fast-track design services are a **supplemental** service.

2-43; question #134

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

AIA Document A201, **Sec. 15.1.6.2**, states that claims for adverse weather conditions require the contractor to submit data substantiating that weather conditions were abnormal for the period of time, the weather could not have been reasonably anticipated, and the weather had an adverse effect on the scheduled construction.

2-45; question #141 [errata #101214, 101857, 103059 & 103443 corrected the answer to this question]

Delete the answer and replace with the following:

The answer is (B).

2-46; question #147

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

Although both the owner and the contractor are contractually required to carry insurance relative to a project, only the contractor is required to provide certificates of insurance per AIA Document A201, *General Conditions of the Contract for Construction*. **Insurance requirements are defined in Article 11 and in the Insurance and Bonds Exhibit.**

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

The owner is required by the Insurance and Bonds Exhibit, Article A.2, to provide copies of required insurance policies to the contractor upon request.

2-46; question #156

Delete the solution text and replace with the following:

Unit prices are proposed by the contractor with the bid and are documented in AIA Document A101, Article 4.4.

2-49; question #163

Delete the sentence beginning “Other documents in this family...” and replace with the following:

AIA Document E204, Sustainable Projects Exhibit may be used for sustainable projects.

PROGRAMMING & ANALYSIS

No updates

PROJECT PLANNING & DESIGN

No updates

PROJECT DEVELOPMENT & DOCUMENTATION

No updates

CONSTRUCTION & EVALUATION

6-37, 6-38; question #520

Delete the last two paragraphs of the solution text and replace with the following:

Only the owner has the authority to stop work (AIA Document A201, Sec. 2.4), order changes that affect the cost or duration of the project through a change order or construction change directive (AIA Document A201, Sec. 7.2 and Sec. 7.3), or accept nonconforming work (AIA Document A201, Sec. 12.3).

The architect can order minor changes that do not affect the contract sum or time (AIA Document A201, Sec. 7.4, and AIA Document B101, Sec. 3.6.5), but it is generally advisable to inform the owner as soon as practicable and obtain written agreement with the change.

6-38; question #522

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

The contractor's responsibility in this situation is to inform the architect and owner about the conditions observed within 14 days of discovery.

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

The contractor may rely on the accuracy of the information provided by the owner according to AIA Document A201, *Sec. 2.3.4*.

Add to the end of the last paragraph of the solution text:

Note that geotechnical reports are not part of the contract documents.

6-40; question #530

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

AIA Document A201, *Article 5*, addresses subcontractors.

6-41; question #536

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

Force majeure means "greater force" and is used to describe situations where damages or delays are caused by forces beyond the control of either party to a contract. American Institute of Architects (AIA) Document A201, *General Conditions of the Contract for Construction*, Sec. 8.3, allows the contractor to request an extension of the contract time due to "labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control." The contractor must initiate any claims within 21 days of the event per AIA Document A201, *Sec. 15.1.3*. The contract may then be modified by a change order or construction change directive issued by the architect.

6-41; question #537

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

This full-time representation is a **supplemental or** additional service **and can either be included in AIA Document B101, *Standard Form of Agreement Between Owner and Architect*, Section 4.1, or contracted separately using American Institute of Architects (AIA) Document B207, *Standard Form of Architect's Services: On-Site Project Representation*.**

6-42; question #540

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

The **Initial Decision Maker** is **an impartial** third party, named in the agreement, who will serve as the first reviewer in the event of a project dispute. **This role is defined in AIA Document A201, Section 1.1.8 and the responsibilities of the IDM are described in Section 15.2, Initial Decision.** The agreement requires that the opinion of the IDM be solicited before proceeding with mediation or arbitration. If a third-party IDM is not named in the agreement, then by default the architect will fulfill the responsibilities of this role.

Delete the last bullet point in the solution text and replace with the following:

- *losses covered by insurance.* **Section 11.5 explains** the procedures to be followed in the case of insured losses. Claims related to insured losses do not require preliminary review by the IDM.

6-43; question #549

Delete the last paragraph of the solution text.

6-43; question #550

Delete the solution text and replace with the following:

AIA Document A201, **Sec. 13.4.3**, requires the contractor to be responsible for all costs made necessary by failures, including costs of repeated tests.

6-43; question #555

Delete the solution text and replace with the following:

American Institute of Architects (AIA) Document A201, *General Conditions of the Contract for Construction*, **Sec. 2.2, Evidence of the Owner's Financial Arrangements**, states that the owner is obligated to furnish the contractor with reasonable evidence that financial arrangements have been made to fulfill his or her obligations under the contract. **The contractor is not required to start work until this information has been provided. If the scope of the work is increased during the course of the project, the contractor may request additional evidence that the owner can pay for the additional work.**

AIA Document A201, **Sec. 2.4 and Sec. 2.5**, authorizes the owner to stop work for deficiencies in performance or safety violations or carry on the work with the owner's own forces to correct portions of the project where the contractor's performance is unsatisfactory and deduct the costs of the corrections from the contract sum. The architect is not given the authority to stop the work, but the architect should report situations warranting such action to the owner.

6-45; question #561

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.

6-48; question #577

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

AIA Document B101, Article 4, categorizes and addresses commissioning as **a supplemental or** additional service (i.e., it is not required, **but can be provided by the architect if designated as a part of the scope of work**).

6-50; question #586

Delete the solution text and replace with the following:

After a two-week absence from the office, the architect should check in with the contractor to find out how the job is progressing, but this conversation cannot be the only evaluation of the project's status. **Before approving an application for payment, the** architect is legally and ethically required to see in person whether or not work has progressed sufficiently, even if others in the office may offer their observations. AIA Document B101, *Standard Form of Agreement Between Owner and Architect*, specifies that the architect's review of the application for payment is not an inspection of the completed work or means and methods of construction, the architect is not required to review receipts or invoices from suppliers or subcontractors, and the architect is not required to determine how funds received by the contractor are being distributed to others.

The owner and contractor agree upon the time limits for review and payment in AIA Document A101, Section 5.1.3.

According to **AIA Document A101, *Standard Form of Agreement Between Owner and Contractor*, Article 5, Payment, each application for payment must be based on the schedule of values.** The schedule of values is a list of all of the elements of the project, prepared by the contractor at the beginning of construction. Each

element is assigned a monetary value or cost. The sum of all of these values is the total cost of the work, which is due to the contractor upon completion of the contract requirements.

The architect's responsibility, defined in AIA Document B101, Section 3.6.3, is to verify that the work has progressed to the point indicated by the contractor and that the quality of the work is in accordance with the contract documents. To do so, the architect should evaluate the percentage of completion of each line item on the schedule of values that the contractor claims on each application for payment in comparison to the progress observed on site, and to consider other factors such as uncorrected work or failure to pay subcontractors. The goal of this evaluation is to keep payments to the contractor on pace with the work completed so that the contractor is compensated in a fair and timely manner and so that the owner is protected from paying too much too quickly or paying for work that is unacceptable or incomplete.