

Changes to AIA Contract Documents

and Other Practical Considerations

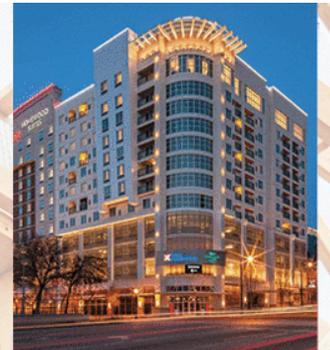
ACCREDITATION

GA CLE 6.3 Hours

AIA 6.25 LU/HSW's

IRMI 7.0 Hours of CRIS Reaccreditation Credits

Contractors & Engineers *May Qualify*



MARCH 21, 2018

**HILTON GARDEN
INN MIDTOWN**

Atlanta, GA

Seminar Overview

The American Institute of Architects (AIA) announced, at their A'17 *Conference on Architecture*, the release of the 2017 edition of the A201 family of documents. This release includes updated versions of the AIA's flagship documents (including the "A", "B", "C" & "E" Series), developed for the design-bid-build delivery model. Working with architects, contractors, subcontractors and owners, the AIA Documents Committee updates this core set of documents every 10 years.

This seminar offers attendees the unique opportunity to learn about what changes have been made to the AIA Documents, the reasons for the changes, and the advantages and costs of using the new AIA forms. Attendees will also learn about important notice requirements, drafting tips, regulatory concerns, the effective use of alternative dispute resolution procedures, and practical problems impacting construction projects; all of which needs to be considered when drafting AIA contracts.

Please plan to join **Joe Dinardo** of *Smith Currie & Hancock LLP*, along with an outstanding faculty as we examine the changes and impact of these important documents.

Who Should Attend:

Architects
Attorneys
Contractors
Engineers

9:00 Introduction and Overview

Joseph J. Dinardo, Program Chair
Smith Currie & Hancock LLP

9:10 Changes in AIA Contract Documents (The “A” Series)

- What has been changed and why
- The advantages and costs associated with using the new AIA forms
- A101TM – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum
- A102TM – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is the Cost of Work Plus a Fee with a Guaranteed Maximum Price
- A103TM – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price
- A104TM – 2017 (formerly A107-2007), Standard Abbreviated Form of Agreement Between Owner and Contractor
- A105TM – 2017, Standard Short Form of Agreement Between Owner and Contractor
- A201TM – 2017, General Conditions of the Contract for Construction
- A401TM – 2017, Standard Form of Agreement Between Contractor and Subcontractor

Stephen M. Reams
Smith Currie & Hancock LLP

10:30 Break

10:45 Changes in AIA Contract Documents (The “B”, “C” & “E” Series)

- What has been changed and why
- B101TM – 2017, Standard Form of Agreement Between Owner and Architect
- B102TM – 2017, Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect’s Services
- B103TM – 2017, Standard Form of Agreement Between Owner and Architect for a Complex Project
- B104TM – 2017, Standard Abbreviated Form of Agreement Between Owner and Architect
- B105TM – 2017, Standard Short Form of Agreement Between Owner and Architect
- C401TM – 2017, Standard Form of Agreement Between Architect and Consultant
- E204TM – 2017, Sustainable Projects Exhibit
- New Insurance Exhibit

Timothy N. Toler
The Toler Firm LLC

12:00 Lunch ~ Sponsored By:

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1:00 Georgia Notice Considerations to Consider when Completing AIA Documents

- The advantages of properly preparing and filing a Notice of Commencement in the property records before beginning a construction project after executing an AIA contract
- The importance of properly preparing and sending a Notice to Contractor when beginning work or providing supplies or labor for a construction project
- The importance of including Georgia’s statutory Interim Waiver and Release Upon Payment form as an exhibit to an AIA contract
- The importance of including Georgia’s statutory Waiver and Release Upon Final Payment form as an exhibit to an AIA contract
- The importance of properly preparing and filing Affidavits of Nonpayment if payment is not received within 60 days of signing lien waivers
- Filing Affidavits of Payment if payment is received after filing an Affidavit of Nonpayment and why these forms should be included as exhibits to an AIA contract

Joseph J. Dinardo
Smith Currie & Hancock LLP

1:45 Important Terms to Include in AIA Form Contracts in the Event of a Delay or Impact Claim

- The importance of ensuring that AIA contracts have provisions regarding which party has liability in the event of a delay or negative impact which oftentimes occurs on a construction project and what documentation needs to be maintained
- The importance of ensuring that “no damages for delays” or “liquidated damages” clauses are included and well defined in AIA contracts
- The importance of including specific notice requirements and remedies regarding delays and impacts in AIA contracts
- Common mistakes contractors make when encountering delays and impact on a construction project
- A report from the field – effective ways to successfully prosecute or defend against delay or impact claims and things to think about when preparing AIA contracts

Jon Grove
Berkeley Research Group

2:30 The Importance of Including a Silica Plan with your AIA Contract Given the New Regulations Going into Effect in 2018

- Why AIA contracts need to address Silica issues in some instances
- The status of Silica Regulations under the Trump Administration for 2018
- What an effective Silica Plan actually looks like
- The risk of not addressing Silica Issues when preparing and entering into an AIA contract
- Tips to deal with OSHA in the event of a Silica fine or investigation

Jeanne M. Harrison
Smith Currie & Hancock LLP

3:15 Break

3:30 What Customized Provisions to Include in Your AIA Contracts and the Advantages of AIA Forms Over All the Rest

- While AIA contracts are standardized in nature, there are many customized provisions to include in your AIA contracts depending on the circumstances!
- Key provisions to include and avoid when completing AIA form contracts
- The dangers of just relying on the AIA's boilerplate language – when one size does not fit all
- Practical considerations to think about when preparing AIA contracts for projects outside of Georgia
- The advantages of AIA documents over Consensus Documents, EJCDC, and other construction industry forms documents

Jeffrey J. Nix
Taylor English Duma LLP

4:15 The Pros and Cons of Alternative Dispute Resolution, Provisions in AIA Contracts and Tips to Collect on an Arbitration Award

- Why provisions requiring mediation and arbitration are now commonplace in AIA contracts - what happened to trial by jury?
- The advantages and disadvantages of mediation
- The advantages and disadvantages of arbitration
- Helpful tips to consider or provisions to include in AIA form contracts with an eye towards collecting on an Arbitration Award
- A report from the field – effective collection procedures and things to think about when preparing AIA contracts

Randall F. Hafer
Kilpatrick Townsend & Stockton LLP

5:00 Adjourn & Reception ~ Sponsored By:

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Faculty



Joseph J. Dinardo, Program Chair, is a Partner in the Atlanta office of [Smith Currie & Hancock LLP](#). His practice focuses mainly on construction disputes, lien prosecution and defense, contracts, commercial litigation, labor law, and collections. He currently serves on the Associated Builders and Contractors of Georgia's (ABC) Management Education Committee and is involved with the Construction Management Association of America (CMAA).

Jon Grove is a managing director in [Berkeley Research Group's](#) (BRG) Atlanta office. He has deep expertise in navigating high-stakes challenges, risks, and opportunities related to large projects and contracts. BRG's Construction multidisciplinary practice provides professional experience and competence in program and capital management, fact finding, data analytics, claims/dispute analysis and management, and litigation support.

Randall F. Hafer is a partner at [Kilpatrick Townsend & Stockton LLP](#) and leader of the Construction & Infrastructure Projects Team. The team was named 2015 and 2016 national Construction Team of the Year by *Chambers*. He has focused his practice exclusively on issues related to the construction industry. He has been involved in matters all over the United States and internationally on a wide variety of construction projects.



Jeanne M. Harrison, an attorney at [Smith Currie & Hancock LLP](#), concentrates in construction law and litigation; representing contractors, construction managers, major trade contractors, sureties, architects, and engineers. She has presented to the American Subcontractors Association on current silica regulations and published an article entitled "New OSHA Standards on Respirable Silica to Take Effect" in *Deep Foundations* (2017).



Jeffrey J. Nix is a partner at [Taylor English Duma LLP](#). For the past 27 years, he has maintained a legal practice focusing entirely upon construction law representing stakeholders involved in every facet of the industry. He frequently drafts and negotiates contracts to support the many forms of project delivery methods used throughout the industry. He also drafts the ancillary documents required to ensure these delivery methods run smoothly.



Stephen M. Reams, a partner at [Smith Currie & Hancock LLP](#), practices in the areas of construction litigation, risk management and transactional services, including drafting and negotiating contracts for multiple project delivery methods in the construction and development industry. He has written and negotiated contracts for owners, developers, general contractors and subcontractors on complex projects throughout the US.



Timothy N. Toler is a principal of [The Toler Firm LLC](#). He has been litigating and arbitrating construction and business disputes for over 30 years, concentrating in construction law since 1988. He has represented owners, architects, engineers, sureties, general and specialty contractors, and heavy equipment suppliers on troubled projects throughout the U.S. He has served as an arbitrator on the AAA's Construction Panel for more than 25 years.

Credits

GA CLE

This course has been approved by the Commission on Continuing Lawyer Competency of the State Bar of Georgia for mandatory continuing legal education credit in the amount of 6.3 hours.

AIA

This course has been approved by The American Institute of Architects for 6.25 LU/HSW's. The Seminar Group is an AIA CES Approved Provider.

IRMI

This course has been approved by the IRMI for 7.0 hours of CRIS reaccreditation credits.

Contractors & Engineers

Contractors and engineers may qualify for continuing education hours through the American Institute of Constructors or the Construction Management Association of America.

Location

Hilton Garden Inn Midtown / Homewood Suites

97 10th Street NW
(Corner of 10th ST NW and Williams ST NW)
Atlanta, GA30309

Phone: 404-524-4006

The seminar is located in the Piedmont Room. Please call the venue for directions/questions.

PARKING

Event valet parking is available for \$10, and overnight valet parking is available for \$30 a night. The hotel parking can be access at the corner of 10th ST NW and Williams ST NW.

Fees

Live Seminar:

Attorney	\$499.00
Other Professionals	\$399.00
Government / Tribal / Non-Profit	\$399.00
Student / Professor	\$299.00

Pre Order On Demand:

All Sessions	\$549.00
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Pre Order MP3 Download:

All Sessions	\$549.00
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All Sessions	\$549.00
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Pre Order Materials Download:

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Pre Order Printed Materials:

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www.TheSeminarGroup.net or call our office at
800-574-4852 or 206-463-4400. You can also
contact us at info@theseminalgrou.net or by
mail to The Seminar Group, P.O. Box 523,
Vashon, WA 90870.

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Register at

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