

# AIA Changes – It's Time to Convert Before It's Too Late

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## The AIA will discontinue support of the 2007 versions of these documents after October 31, 2018

As you probably have heard by now, the American Institute of Architects (AIA) introduced its updated versions of its most popular standard form contracts in April of 2017. However, many owners, contractors, architect and subcontractors are still using the 2007 versions of these same agreements. For those who fall into this category, it is important to know that the AIA will discontinue support of the 2007 versions of these documents after October 31, 2018. This means you will no longer be able to create, edit or even finalize a 2007 AIA document after that date. If you haven't already done so, now is the time to convert your standard form contracts to the 2017 versions.

The AIA agreements that were updated in 2017 include Owner-Contractor agreements, such as the A101, A102, A103 and, most importantly, the A201 General Conditions, along with the Contractor-Subcontractor A401 and many of the Owner-Architect B series documents. If you, like many of our clients, have standard revisions that you request in the A201 General Conditions, it's time to update those revisions to comply with the 2017 changes.

The 2017 AIA A201 General Conditions contain many important updates from the 2007 version. The most obvious change is the creation of a new insurance exhibit which changes and expands the terms related to insurance coverage previously included in the body of the A201. Additional substantive changes include allowing the contractor to stop work if the owner fails to provide financial information in certain circumstances and the addition of a termination fee in lieu of overhead and profit on unexecuted work in the event of termination for convenience. There are many other subtle but important changes which may affect the rights of an unwitting owner or contractor who has grown accustomed to the 2007 AIA agreements.

For over 100 years, the AIA has offered a cost-effective means for preparing construction contract documents, but one size doesn't fit all and most owners, contractors, subcontractors and architects feel that some modifications are needed to best protect their interests. Feel free to contact any of our construction practice group members to discuss the 2017 changes and potential modifications to ensure you are ready to use them for the next 10 years.

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