

A102™–2017 and A103™–2017 are more specific regarding what is and is not to be included in progress payments.

Storage Costs

Section 7.4.1 now excludes any costs associated with transportation and storage off site (by including only storage “at the site”). A102™–2017 and A103™–2017 §7.4.1.

Comment: Contractors will want to obtain prior approval of all transportation and storage costs not specifically listed within the Scope of Work. Section 7.7.1 authorizes payment for all other costs incurred during the performance of the Work provided that the Contractor has obtained the Owner’s prior approval.

Site Office Expenses

Instead of describing site office expenses (*e.g.*, copying, postage, telephone service), §7.5.4 of A102™–2017 and A103™–2017 provides that “costs for the Contractor’s site office, including general office equipment and supplies” is a Cost of the Work; §7.6.7 specifically includes document reproduction and delivery charges.

Comment: This revision could expand the Contractor’s rights to recover costs for the site office that were previously excluded in the 2007 edition.

Communications and Electronic Equipment

Section 7.6.6 now limits a Contractor’s ability to recover, as a cost of the Work, communications services and electronic equipment to only such equipment that is “located at the site” and only with the Owner’s prior approval. A102™–2017 and A103™–2017 §7.6.6.

Bonuses, Profit Sharing, and Discretionary Payments

Bonuses, profit sharing, and other discretionary payments that were previously included in the Cost of the Work are now excluded unless approved by Owner. A102™–2017 and A103™–2017 §8.1.2.

Changes to Only A101™ and A103™

Computation of Payment

In the computation of progress payment provisions, §5.1.6.1 of A101™–2017 and §12.1.6.1 of A103™–2017 remove references to calculating the portion of the contract amount allocated to the Completed Work as a percentage of the total Work and remove some references to the Schedule of Values. The Owner is required to pay the contract amount “properly allocable” to Completed Work, *plus* materials and equipment delivered and suitably stored, and that portion of Construction Change Directives that the Architect determines to be reasonably justified, *minus* amounts previously paid by the Owner, Work that remains uncorrected and for which the Architect has withheld a Certificate for Payment, amounts that the Contractor does not intend to pay a Subcontractor or material supplier unless the Work has been performed by others the Contractor intends to pay, Work performed or defects discovered since the last payment application, and retainage withheld. A101™–2017 §5.1.6.1;

A103™–2017 §12.1.6.1. In contrast, §12.1.7.1 of A102™–2017 keeps the prior percentage language and references to the schedule of values.

Changes to Only A102™

Guaranteed Maximum Price

In determining what is included in the Guaranteed Maximum Price (GMP), §5.2.5 of A102™–2007 provided that the GMP includes matters reasonably inferable from the Contract Documents, but did not include “such things as” changes in scope, systems, kinds and quality of materials, finishes, or equipment. The 2017 version deletes the “such things as” language. See A102™–2017 §5.2.5.

Comment: This change implies that the list of matters is exhaustive and that any other matters not included in the list are thereby excluded from the GMP. This change could be a benefit to Owners and troublesome for Contractors.

Owner’s Approval

Owner’s approval to any costs comprising the Cost of the Work must now be in writing before incurring the costs. A102™–2017 §7.1.2.

Schedule of Values

The schedule of values must separately allocate the entire GMP to the various portions of the Work, any contingency, and the Contractor’s Fee—but cannot provide for a separate guaranteed maximum price for each individual item in the schedule of values. A102™–2017 §§12.1.5 and 12.1.5.2.

Contingency for Costs

The 2017 edition specifically addresses contingency for costs, including allocating the schedule of values for contingency costs and requiring the Contractor to submit supporting documentation when transferring contingency to other cost items. A102™–2017 §§12.1.5 and 12.1.5.3.

2017 Changes in Owner-Architect Forms B101™, B102™, B103™, and B104™

The AIA’s updates to the Owner-Architect forms in the April 2017 release included the B101™, B102™, B103™, B104™, and B105™ Owner-Architect contract forms, as well as an update to the C401™ Architect-Consultant contract form. The October 2017 release included updates to the B201™ Standard Form of Architect’s Services for Design and Construction Administration, as well as a number of administrative forms and specialty services “scope” documents, which can be added to the “base” Owner-Architect contract forms for items such as site evaluation, historic preservation, commissioning, and facility support services.

Initial Information

B101™–2017 and B103™–2017 (and to a lesser extent B104™) moved key information from an optional exhibit into Article 1 of the form. This includes:

- The Owner’s program for development of the Project;
- The Project’s physical characteristics;