

- The Owner's budget;
- Procurement and delivery methods;
- Sustainable objective to be identified, if any;
- Specifics regarding the parties' representatives and consultants;
- Design and construction milestones;
- Construction commencement;
- Substantial Completion date(s); and
- Milestone dates.

B101TM-2017 §§1.1-1.1.12; B103TM-2017 §§1.1-1.1.13.

Architect's Licensing

Revised Section 2.1 in B101TM-2017, B102TM-2017, and B103TM-2017 now includes the Architect's representation that it is properly licensed in the jurisdiction where the Project is located to provide the services required by the Agreement, or that it will cause such services to be performed by appropriately licensed design professionals.

Insurance

The insurance provisions in the 2007 editions of B101TM and B102TM required the Architect to maintain general liability, automobile liability, workers compensation, and professional liability insurance with blanks to insert policy limits. The 2017 editions of B101TM and B102TM contain expanded insurance provisions similar to those in B103TM-2017 §§2.5-2.5.8. B101TM-2017 §§2.5-2.5.8 and B102TM-2017 §§1.5-1.5.8. Each form now requires that the Architect's insurance be maintained until termination of the Agreement. B101TM-2017 §2.5; B102TM-2017 §1.5; B103TM-2017 §2.5. Each form also now requires the Architect to include the Owner as an additional insured on the Architect's insurance policies for claims caused in whole or in part by the Architect's negligent acts or omissions, that such additional insured coverage be primary and noncontributory of the Owner's insurance, and apply to both ongoing and completed operations. B101TM-2017 §2.5.7; B102TM-2017 §1.5.7; B103TM-2017 §2.5.7.

Scope of the Architect's Basic Services

Article 3 in B101TM, B103TM, and B104TM maintains the Architect's traditional Phases of Services with only minor edits/additions. In B101TM and B103TM, in addition to stating that the Architect is not responsible for the Owner's directive or substitution, Article 3 adds that the Architect is not responsible for the Owner's acceptance of nonconforming work made or given without the Architect's written approval. B101TM-2017 §3.1.4; B103TM-2017 §3.1.5.

Bidding or Negotiation Phase Services are now renamed Procurement Phase Services. See §3.5 in B101TM-2017 and B103TM-2017.

The Architect's review of shop drawings and other submittals from design professionals is for the limited purpose of checking for conformance with information given and the

design concept expressed in the Contract Documents, and the Architect may rely on, and is not responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by design professionals. B101TM-2017 and B103TM-2017 §3.6.4.3.

Supplemental and Additional Services

Article 4 in B101TM-2017, B103TM-2017, and B104TM-2017 separates and redesignates two types of additional services. Supplemental Services are those services not included in Basic Services that the Architect agreed to provide at the time the Contract was executed. Supplemental Services are set forth in a table in §4.1.1 in B101TM-2017 and B103TM-2017, but need to be inserted in §4.1 of B104TM-2017. Additional Services, which are set forth in §4.2 in B101TM-2017 and B103TM-2017 and referenced generally in §4.2 of B104TM-2017, are services necessitated by the circumstances as the Project progresses. The 2017 editions include under "Additional Services" extra compensation to Architects for services required to comply with changes in official interpretations of applicable codes, laws, or regulations. B101TM-2017 and B103TM-2017 §4.2.1.3.

If the Owner identified a Sustainable Objective in Article 1, B101TM and B103TM now state the Architect must provide, as a Supplemental Service, the Sustainability Services outlined in the E204TM-2017 Sustainable Projects Exhibit. B101TM-2017 and B103TM-2017 §4.1.3.

Cost of the Work

The AIA modified the definition of "Cost of Work" to include "the reasonable value of labor, materials, and equipment, donated to or otherwise furnished by, the Owner." Section 6.1 of B101TM-2017, B103TM-2017, and B104TM-2017. Under revised §6.7 in B101TM-2017 and B104TM-2017, Architects may obtain additional compensation for redesign services if the redesign is due to market conditions the Architect could not reasonably have anticipated.

Copyrights and Licenses

As modified, copyright ownership and the Owner's license to use documents survive the termination of the Agreement, but not if the Architect rightfully terminates the Agreement for cause. Section 7.5 of B101TM-2017, B103TM-2017, and B104TM-2017.

Claims and Disputes Processes

Section 8.4 in B101TM-2017, B103TM-2017, and B104TM-2017 adds language providing that dispute processes of Article 8 (whether mediation, arbitration, or court proceedings) survive termination of the Agreement.

Termination and Termination Fees

The 2017 editions also amended contractual termination provisions. The revised Owner-Architect agreements set an automatic termination date of one year from the date of substantial completion unless otherwise provided elsewhere in the Agreement. Section 9.8 of B101TM-2017, B103TM-2017,