
K-Notes: General Conditions of the Contract for Construction **from AIA**

Be Proactive

When negotiating, it's better for you to align the contract first and send it to the owner than to have the owner send it first. Otherwise you will have to fight your way back to the base contract.



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"The contracts go to great pains to protect the owners, the billionaires, and the architects who aren't a party to the contract. As you go through this, you'll see the architects have no liability here."

KEY TAKEAWAYS

- **Define the Claims Process**

Clarify during negotiation with the other attorney what actually happens if there's a claim in the middle of the project. Defining this now will save lots of headaches later.

- **Enable the Contractor to Terminate**

Modify the delays and extensions of time clause to make any changes either up to the contractor or mandatory. Make sure it takes that decision out of the hands of the architect and owner.

- **Eliminate Most Mentions of the Architect**

Closely examine and eliminate most of the material where the architect is mentioned. Because there is usually language which puts power in the hands of the architect when they aren't as important as the contract makes it appear.

- **Don't Let the Architect Decide**

Make sure that if changes are made to the project, the contractor isn't punished, and that those who can affect the timeline changes or cost increases of the project don't pile on the contractor.

"So the contractor says, hey, I have the right for a change. And then they say, well, maybe you do, maybe you don't. But let's let the architect decide...cross that out, if you're negotiating these contracts."