



AIA North Carolina

A Chapter of The American Institute of Architects



JCR-56

Contract Forms And Contract Modifications

October 1996

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Recommendations:

It is in the best interests of owners, architects and contractors to encourage the use of printed AIA and AGC contracts. Also, modifications should be few and special form contracts should be discouraged.

Comments:

- A. Legal publishers are selling books suggesting how lawyers may modify construction contracts. This distorts the contracts' meaning. This is more difficult when the modifications conflict with each other, as is often the case.
- B. AIA and AGC contracts have been used for years and have developed well-understood meaning through both usage and law.
- C. Executed contracts should be on original printed forms and not reproduced.
- D. Modifications should be discussed with an attorney in the event of any doubt.
- E. Contract forms and modifications should be included in or referenced in the bid documents.
- F. Architects and contractors should be careful to use only one family of printed contracts. AIA, AGC or some other acceptable family should be used in their entirety to include requests for payment, subcontracts, general conditions and all other interrelated contract forms.
- G. Highly modified contracts are difficult to understand, and more importantly, difficult to enforce. Highly modified contracts are confusing and reduce competition. This is not in the best interest of the owner.

End of JCR-56

This recommendation is the result of considerable discussion and deliberation by the Architect and General Contractor members of the Joint Cooperative Committee of AIA North Carolina and the Carolinas AGC. While its provisions are not binding on individual Architects or General Contractors, the committee believes that adherence to the recommendations will benefit the Owner and the Construction Industry in general.