



SELF-ASSESSMENT TEST XVII

RISK MANAGEMENT VI

Sponsored by The AIA Trust and the CNA/Schinnerer professional liability insurance program, The Institute's Commended Program of professional liability insurance.

The AIA Trust presents the latest in a series of instructional needs assessments to evaluate your lifelong learning. The Trust is pleased to provide members with these opportunities to earn AIA/CES learning units. Circle your answers to the following 10 questions; return the test by fax to AIA Trust, (202) 626-7421; and earn one LU. You don't have to have all the right answers to get credit. After all, the learning objectives of this exercise are to:

- Learn what you don't know about the subject, in this case life insurance
- Use your corrected test and the follow-up materials and resources you will receive to increase your knowledge
- Identify areas for more extensive study.

When you fax the completed test to the Trust, it will be scored and your results will be returned to you, along with annotated answers and related references. After you have read the material, the Trust will report your learning unit to the University of Oklahoma. Keeping this information in your files will help you plan your future continuing education schedule.

These questions refer to the AIA A201-1997 edition of the *General Conditions of the Contract for Construction*. As insurance counsel to the AIA Documents Committee - and as the Institute's Commended Program of professional liability insurance - Schinnerer provides advice to the efforts of the Contract Documents Program and was influential in the drafting of the 1997 editions of the AIA documents.

T F	1. The protection of rights in Drawings and Specifications extends to those of the Architect's consultants and includes such documents that exist in electronic form.
T F	2. Because the Contractor is entitled to rely on the accuracy and completeness of information provided by the project Owner, the Architect no longer is protected by performing services meeting the professional standard of care.
T F	3. The procedures for the Contractor's review of field conditions and instructions in the Contract Documents regarding construction means and methods establish a strict liability standard for the Contractor to determine code compliance and differences in field measurements.

T	4. The waiver of consequential damages between the Contractor and the Owner effectively eliminates the possibility of a claim from the Contractor against the Architect.
F	
T	5. Both the Owner and the Contractor have the right to terminate their Agreement simply for their own convenience without any cause or fault determined.
F	
T	6. Amounts not in dispute under a Construction Change Directive must be included in Applications for Payment and the Architect must make an interim determination as to amounts still in dispute.
F	
T	7. Regardless of whether the Project Management Protective Liability coverage is in place, using an unaltered A201 means the Contractor cannot be required to name the Owner or Architect as additional insureds on its Comprehensive General Liability policy.
F	
T	8. Once the Certificate of Substantial Completion is prepared and remaining responsibilities determined, any retainage must be released.
F	
T	9. All communications about the Contract Documents by the Owner to the Contractor must be made through the Architect.
F	
T	10. If, during the one-year correction period, the Owner discovers Work that is not in accordance with the Contract Documents and does not notify the Contractor, the rights of the Owner under the correction of the Work and warranty provisions are waived.
F	

Name

Membership Number

Firm Name

Address

City State Zip

Phone/Fax
