

Building Codes And Liability

American Institute of Architects (AIA) AIA Document B141 - 1997

Article 1.2.3.6 states:

The Architect shall review laws, codes, and regulations applicable to the Architect's services. The Architect shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the Project.

AIA Document B201 - 2007

§ 2.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 2.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

AIA Document A201 – 2007

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

AIA Document A201 – 2007

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

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§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

1974 Illinois Court of Appeals case St. Joseph Hospital v. Corbetta Construction Co., Inc.

During the course of construction, the architect prepared a change order, signed by the owner, requiring the contractor to furnish and install wall paneling known as Textolite. Though not known at the time by the owner, architect or contractor, the Textolite wall panel had a flame spread some 17 times the maximum flame spread of 15 allowed by the Chicago Building Code.

1974 Illinois Court of Appeals case St. Joseph Hospital v. Corbetta Construction Co., Inc.

The contract between the Hospital and Corbetta included a provision requiring Corbetta to comply with all ordinances and codes and to be responsible for all damages caused by violation of any such codes.

1974 Illinois Court of Appeals case St. Joseph Hospital v. Corbetta Construction Co., Inc.

The Appellate Court of Illinois ruled that Corbetta was not liable for the code violation.