



The AIA Documents Synopses is a quick reference for determining the appropriate uses for each of the contracts administrative forms published by the American Institute of Architects. That purpose naturally presumes independent judgment on the reader's part, as well as advice of counsel. This introduction is intended to provide an overview for readers who are not yet familiar with the AIA documents.

There are over 75 AIA contracts and administrative forms in print today. The ancestor of all of these was the Uniform Contract, an owner-contractor agreement, first published in 1888. This was followed, in 1911, by AIA's first standardized general conditions for construction. The 1997 edition of AIA Document A201 is the fifteenth edition of those general conditions.

Many Practices common in the construction industry today became established through their inclusion in AIA's general conditions and its other standardized documents. Arbitration, the one-year correction period, and the architect's role in deciding disputes are just three of these. And while the AIA documents have had a profound influence on the industry, the influence also runs the other way. The AIA regularly revises its documents to take into account recent developments in the construction industry and the law. New standardized documents for design/build and for different types of construction management have been published in recent years, and documents for international practice are now under consideration.

Because the AIA documents are frequently updated, users should consult an AIA component chapter or obtain a current copy of the AIA Contract Documents Price List to determine the current editions.

The documents' relationship to the industry influencing it, and in turn being influenced by it-is paralleled by their relationship to the law. The AIA documents are intended for nationwide use, and are not drafted to conform to the law of any one state. With that caveat, however, AIA contract documents provide a solid basis of contract provisions that are enforceable under the law existing at the time of publication. Case law on contracts for design and construction has for the past century been based largely on the language of AIA standardized documents and contracts derived from them. These court cases are listed in *The American Institute of Architects Legal Citator*. Recent cases are summarized, and all cases are keyed to the specific provisions in the AIA documents to which they relate.

Sample copies of many of the current AIA documents are contained in *The Architect's Handbook of Professional Practice*. Other material of interest in the Handbook includes commentaries on AIA Documents A201 and B141. A section entitled "The AIA Documents: An Overview" provides a useful review of the document "families." These groups of documents are coordinated to tie together the various legal and working relationships on the same project types. Documents within the same family are linked by common terminology and procedures, and may also adopt one another by reference. The relevant terms of A201, for example, are adopted by reference in A101, A111, A401, B141, B151, and C141.

The listings in the Synopses are organized according to letter series, a system of classification that cuts across the various families and refers to the specific purpose of each document. The letter designations indicate the following:

A-Series—owner-contractor documents

B-Series—owner-architect documents

C-Series—architect-consultant documents

D-Series—architect-industry documents

G-Series—architect's office and project forms

Date 2/24/2004

The preceding paragraphs contain several references to "standardized documents," a term that covers most AIA documents. AIA standardized documents are intended to be used in their original, printed form. Much of the efficiency these documents bring to a transaction depends on their being used in this way: people with experience in the construction industry are familiar with them, and can quickly evaluate the proposed transaction based on the modifications made to the standardized document — if those modification stand out. If modifications are blended into text of these documents that has been retyped or scanned, this advantage is lost.

The modifications themselves may be derived from another type of document published by the AIA. These are model documents, whose language is intended to be reproduced and adapted by users. One such repository of model text is A511. It is intended for use in developing supplementary conditions, an important component of the contract for construction. B511 serves a similar purpose with respect to owner-architect agreements.

AIA documents are currently available in both printed and electronic format. The software package AIA Contract Documents; Electronic Format for Windows enables users to access and print out the AIA documents. Modifications are clearly shown; deleted language appears with strike-throughs, and added language is underscored. Systems requirements for Version 2.5 of this software are:486 or faster PC

8 MB RAM (16 MB recommended for Windows 95)

10 MB of free hard drive

Mouse

VGA color monitor

Laser printer supported by Windows 95, or Windows NT 4.0

One of the following Windows operating systems:Windows 95

Windows NT version 4.0

Certain G-Series documents require:Lotus 1-2-3 version 2.3 or higher for DOS

Excel 4.0 or higher for Windows

AIA documents in printed form may be obtained from AIA Potomac Valley at this site by downloading the order form. The software package AIA contract Documents: Electronic Format for Windows may be obtained by calling (800) 246-5030.

References

Further information on the AIA documents may be obtained from publications listed below. Information on the documents is also available on AIA 's website at www.aia.org/documents/.

You and Your Architect This document, available free on the home page of this site, reviews issues to be considered by an owner preparing to retain an architect.

AIA Documents Synopses

A-Series

The documents in the A-series relate to various forms of agreement between an owner and contractor.

A 101 Owner-Contractor Agreement Form-Stipulated Sum

Date 2/24/2004

This is a standard form of agreement between owner and contractor for use where the basis of payment is a stipulated sum (fixed price). The A101 document adopts by reference and is designed for use with AIA Document A201, General Conditions of the Contract for Construction, thus providing an integrated pair of legal documents. When used together, they are appropriate for most projects. For projects of limited scope; however, use of AIA Document A107 might be considered.

A101/Cma Owner-Contractor Agreement Form-Stipulated Sum-Construction Manager-Advisor Edition

A101/Cma is a standard form of agreement between owner and contractor for use on projects where the basis of payment is a stipulated sum (fixed price), and where, in addition to the contractor and the architect, a construction manager assists the owner in an advisory capacity during design and construction. The document has been prepared for use with AIA document A201/Cma, General Conditions of the Contract for Construction-Construction Manager-Adviser Edition. This integrated set of documents is appropriate for use on projects where the Construction Manager serves only in the capacity of an adviser to the owner, rather than as constructor (the latter relationship being represented in AIA Documents A121/CMc and A131/CMc). A101/Cma is suitable for projects where the cost of construction has been predetermined, either by bidding or by negotiation.

A105/A205 Standard Form of Agreement Between Owner and Contractor for A Small Project General Conditions of the Contract for Construction of a Small Project

AIA Documents A105 and A205 are intended to be used in conjunction with one another. The two documents are only sold as a set, and they share a common Instruction Sheet. They have been developed for use where payment to the Contractor is based on a stipulated sum (fixed price) and where the project is modest in size and brief in duration. A105 and A205 are two of the three documents that comprise the Small Projects family of documents. They have been developed for use with AIA Document B155, Standard Form of Agreement Between Owner and Architect for a Small Project. These documents are specifically coordinated for use as a set. Although, A105, A205, and B155 may share some similarities with other AIA documents, the Small Project documents should NOT be used with other AIA documents without careful side-by-side comparison of contents.

A205 is considered to be the keystone document of the Small Projects family, since it is specifically adopted by separate reference into both A105 and B155. A205 is a vital document, in that it is used to allocate proper legal responsibilities among the parties, while providing both a common ground and a means of coordination within the Small Projects family. In order to maintain the condensed nature of this document, arbitration and other ADR provisions have been omitted. ADR provisions may be included in A105 under Article 6.

A107 Abbreviated Standard Form of Agreement Between Owner and Contractor for Construction Projects of Limited Scope-Stipulated Sum

As an abbreviated form of agreement between owner and contractor, this document is intended for use where the basis of payment is a stipulated sum (fixed price). It is appropriate for construction projects of limited scope not requiring the complexity and length of the combination of AIA Documents A101 and A201. The document contains abbreviated general conditions. It may be used when the owner and contractor have established a prior working relationship (e.g., a previous project of like or similar nature), or where the project is relatively simple in detail or short in duration.

A111 Standard Form of Agreement Between Owner and Contractor-Cost of the Work Plus a Fee With a Negotiated Guaranteed Maximum Price

The standard form of agreement between owner and contractor is appropriate for use on most projects requiring a negotiated guaranteed maximum price, when the basis of payment to the contractor is the cost of the work plus a fee. A11 adopts by reference and is intended for use with AIA Document A201, General Conditions of the Contract for Construction, thus providing an integrated pair of legal documents.

A121/CMc Owner-Construction Manager Agreement Where the Construction Manager is Also the Constructor

(AGC Document 565)

This document represents the collaborative efforts of the American Institute of Architects and the Associated General Contractors of America. AIA designated this document as A121/CMc and AGC designates it as AGC 565. A121/CMc is intended for use on projects where a construction manager, in addition to serving as adviser to the owner, assumes financial responsibility for construction of the project. The construction manager provides the owner with a guaranteed maximum price proposal, which the owner may accept, reject or negotiate. Upon the owner's acceptance of the proposal by execution of an amendment, the construction manager becomes contractually bound to provide labor and materials for the project. The document divides the construction manager's services into two phases: the pre-construction phase and the construction phase, portions of which may proceed concurrently in order to fast-track the process. A121/CMc is coordinated for use with AIA Document A201, General Conditions of the Contract for Construction, and B141, Standard Form of Agreement Between Owner and Architect. Check Article 5 of B511 for guidance in this regard. *Caution: to avoid confusion and ambiguity, do not use this construction management document with any other AIA or AGC construction management document.*

A131/CMc Owner-Construction Manager Agreement Where the Construction Manager Is Also the Constructor-Cost Plus a Fee, No Guarantee of Cost

(AGC Document 566)

Similar to A121/CMc, the CM-constructor agreement is also intended for use when the owner seeks a construction manager who will take on responsibility for providing the means and methods of construction. However, the method of determining cost of the work diverges sharply in the two documents, with A121/CMc allowing for a Guaranteed Maximum Price (GMP) while A131/CMc uses a Control Estimate. A131/CMc employs the cost-plus-a-fee method, wherein the owner can monitor cost through periodic review of the Control Estimate, which is revised as the project proceeds. It is important to note that, while the CM-constructor may be assuming varied responsibilities, there are still just three primary players on the project: the owner, architect and CM-constructor. The A201 General Conditions continues to apply, although it is modified (in part) by the A131/CMc agreement. *Caution: to avoid confusion and ambiguity, do not use this construction management document with any other AIA or AGC construction management document*

A171 Owner-Contractor Agreement Form for Furniture, Furnishings, and Equipment-Stipulated Sum

This is a standard form of agreement between owner and contractor for furniture, furnishings and equipment (FF&E) where the basis of payment is a stipulated sum (fixed price). A171 adopts by reference and is intended for use with AIA Document A271, General Conditions of the Contract for Furniture, Furnishings and Equipment. It may be used in any arrangement between the owner and the contractor where the cost of FF&E had been determined in advance, either through bidding or negotiation.

A177 Abbreviated Owner-Contractor Agreement Form for Furniture, Furnishings, and Equipment-Stipulated Sum

A177 is an abbreviated document that derives much of its content from a combination of the more complex and lengthy A171 and A271 documents. Its abbreviated terms and conditions may be used on projects where the contractor for furniture, furnishings, and equipment (FF&E) has a prior working relationship with the owner, or where the project is relatively simple in detail or short in duration. *Caution: this document is not intended for use on major construction work that may involve life safety systems or structural components.*

A191 Owner-Design/Builder Agreements

This document contains two agreements to be used in sequence by an owner contracting with one entity serving as a single point of responsibility for both design and construction services. Design/build entities may be architects, contractors or others, so long as they comply with governing law; especially those pertaining to licensing and public procurement regulations. The first agreement covers preliminary design and budgeting services, while the second deals with final design and construction. Although it is anticipated that an owner and a design/build entity entering into the first agreement will later enter into the second, the parties are not obligated to do

Date 2/24/2004

so and many conclude their relationship after the terms of the first agreement have been fulfilled.

A201 General Conditions of the Contract for Construction

The General Conditions are an integral part of the contract for construction, in that they set forth the rights, responsibilities and relationships of the owner, contractor and architect. While not a party to the contract for construction between owner and contractor, the architect does participate in the preparation of the contract documents and has certain duties and responsibilities described in detail in the general conditions.

This document is typically adopted by reference into certain other AIA Documents, such as owner--architect agreements, owner-contractor agreements and contractor-subcontractor agreements. Thus, it is often called the "keystone" document.

Since conditions vary by locality and by project, supplementary conditions are usually added to amend or supplement portions of the General Conditions as required by the individual project. The model language provided in A511 should be reviewed as a guide in creating supplementary conditions for A201.

A201/CMa General Conditions of the Contract for Construction-Construction Manager-Adviser Edition

A201/CMa is an adaptation of AIA Document A201 and has been developed for construction management projects where a fourth player-A construction manager-has been added to the team of owner, architect and contractor. Under A201/CMa, the construction manager has the role of an independent adviser to the owner. Thus, the document carries the CMa suffix. A major difference between A201 and A201/CMa occurs in Article 4, Administration of the Contract, which deals with the duties and responsibilities of both the architect and the construction manager-adviser. Another major difference implicit in A201/CMa is the use of multiple construction contracts directly with trade contractors. *Caution: it is vital that A201/CMa not be used in combination with documents where it is assumed that the construction manager takes on the role of constructor, gives the owner a guaranteed maximum price or contracts directly with those who supply labor and materials for the project.*

A201/SC Federal Supplementary Conditions of the Contract for Construction

A201/SC is intended for use on certain federally assisted construction projects. For such projects, A201/SC adapts A201 by providing (1) necessary modifications of the General Conditions, (2) additional conditions and (3) insurance requirements for federally assisted construction projects.

A271 General Conditions of the Contract for Furniture, Furnishings and Equipment

When the scope of a contract is limited to furniture, furnishings and equipment (FF&E), A271 is intended for use in a manner similar to the way in which A201 is used for construction projects. The document was jointly developed by the AIA and the American Society of Interior Designers (ASID). Because the Uniform Commercial Code (UCC) had been adopted in virtually every jurisdiction, A271 has been drafted to recognize the commercial standards set forth in Article 2 of the UCC, and uses certain standard UCC terminology. Only incidental interior construction services are intended to be provided under this document.

A305 Contractor's Qualification Statement

An owner preparing to request bids or to award a contract for a construction project often requires a means of verifying the background, history, references and financial stability of any contractor being considered. The time frame for construction and the contractor's performance history, previous experience and financial stability are important factors for an owner to investigate. This form provides a sworn, notarized statement with appropriate attachments to elaborate on important aspects of the contractor's qualifications.

A310 Bid Bond

This simple one-page form was drafted with input from the major surety companies to ensure its legality and acceptability. A bid bond establishes the maximum penal amount that may be due the owner if the selected bidder fails to execute the contract and provide any required performance and payment bonds.

Date 2/24/2004

A312 Performance Bond and Payment Bond

This form incorporates two bonds covering, first, the contractor's performance and, second, the contractor's obligation to pay subcontractors and others for material and labor. In addition, the A312 document obligates the surety to act responsively to the owner's requests for discussions aimed at anticipating or preventing a contractor's default.

A401 Standard Form of Agreement Between Contractor and Subcontractor

This document is intended for use in establishing the contractual relationship between the contractor and subcontractor. It spells out the responsibilities of both parties and lists their respective obligations, which are written to parallel AIA Document A201, General Conditions of the Contract for Construction. Blank spaces are provided where the parties can supplement the details of their agreement. A401 may be modified for use as a subcontractor-sub-contractor agreement.

A491 Design/Build-Contractor Agreements

A491 contains two agreements to be used in sequence by a design/builder and a construction contractor. The first agreement covers management consulting services to be provided during the preliminary design and budgeting phase of the project, while the second covers construction. AIA Document A201, General Conditions of the Contract for Construction, is adopted into the second agreement by reference. It is presumed that the design/builder has contracted with an owner to provide design and construction services under the agreements contained in AIA Document A191.

Although it is anticipated that a design/builder and a contractor entering into the first agreement will later enter into the second, the parties are not obligated to do so, and may conclude their relationship after the terms of the first agreement have been fulfilled. It is also possible that the parties may forgo entering into the first agreement and proceed directly to the second.

A501 Recommended Guide for Competitive Bidding Procedures and Contract Awards for Building Construction

This guide outlines appropriate procedures in the bidding and awarding of contracts when competitive lump sum bids are requested in connection with building and related construction. The Guide is a joint publication of the AIA and the Associated General Contractors of America (AGC).

A511 Guide for Supplementary Conditions

A511 is a guide for modifying and supplementing A201, the General Conditions of the Contract for Construction. It provides model language with explanatory notes to assist users in adapting A201 to local circumstances. Although A201 is considered the keystone in the legal framework of the construction contract, it is a standard document and cannot cover all the particulars of a specific project. Thus, A511 is intended as an aid to users of A201 in developing supplementary conditions.

This document contains both model text and explanatory notes to the user. Excerpting of the model text is permitted by the AIA under a limited license for reproduction granted for drafting the supplementary conditions of a particular project.

A511/CMa Guide for Supplementary Conditions-Construction Manager-Adviser Edition

Similar to A511, the A511/CMa document is a guide to model provisions for supplementing the general conditions of the contract for construction, construction manager-adviser edition (AIA Document A201/CMa). A511/CMa should only be employed-as should A201/CMa-on projects where the construction manager is serving in the capacity of adviser to the owner (as indicated by the CMa document designation), and not in situations where the Construction Manager is also the constructor (CMc document-based relationships). *Caution: CMc documents are based on utilization of the A201 document, which in turn should be modified using A511 as a guide.*

Date 2/24/2004

Like A511, this document contains suggested language for supplementary conditions, along with notes on appropriate usage. However, many important distinctions are made to ensure consistency with other construction manager-adviser documents.

A521 Uniform Location of Subject Matter

A521 is a joint publication of the AIA and the Engineers Joint Contract Documents Committee (EJCDC), which is composed of the National Society of Engineers, American Consulting Engineers Council and American Society of Civil Engineers. By consensus of these organizations, the AIA and EJCDC documents follow A521's tabular guide with regard to the placement of subject matter among the various contracts and bidding documents. A521 is a tabulation to guide the user in determining the proper placement and phrasing of information customarily used on a construction project. This document shows the importance of maintaining uniformity in location and language from document to document with respect to subject matter. Inconsistencies in either area may cause confusion, delay or unanticipated legal problems.

A571 Guide for Interiors Supplementary Conditions

Similar to A511, AIA Document A571 is intended as an aid to practitioners in preparing supplementary conditions on interiors projects. AIA Document A571 provides additional information to address local variations in project requirements where A271, General Conditions of the Contract for Furniture, Furnishings and Equipment, is used.

A701 Instructions to Bidders

This document is used when competitive bids are to be solicited for construction of the project. Coordinated with A201 and its related documents, A701 contains instructions on procedures to be followed by bidders in preparing and submitting their bids, including bonding. Specific instructions or special requirements, such as the amount and type of bonding, are to be attached to A701 as supplementary instructions to bidders.

A771 Instructions to Interiors Bidders

Similar to A701, A771 is used for projects dealing with furniture, furnishings and equipment (FF&E). It parallels A701, but contains minor changes to maintain consistency with A271 and its related FF&E documents.

B-Series

The documents in the B-Series relate to various forms of agreement between an owner and an architect for professional services.

B141 Standard Form of Agreement Between Owner and Architect with Standard Form of Architect's Service

B141 is a flexible contracting package that allows architects to offer a broad range of services to clients spanning the life of a project, from conception to completion and beyond. It is structured in a multipart format consisting of an agreement form, the Standard Form of Agreement, that contains initial information, terms and conditions and compensation; and a service form, the Standard Form of Architect's Services; Design and Contract Administration, that defines the architect's scope of services, one that approximates the level of services in the prior edition of B141. The separation of the scope of services from the rest of the owner-architect agreement allows users the freedom to choose alternative scopes of services. The AIA intends to publish additional scopes of services that correlate to the terms and conditions of B141.

B151 Abbreviated Standard Form of Agreement Between Owner and Architect

AIA Document B151 is an abbreviated standard form of agreement between owner and architect intended for use on construction projects of limited scope where the complexity and detail of AIA Document B141, Standard Form

Date 2/24/2004

of Agreement Between Owner and Architect, are not required, and where services are based on five phases; Schematic Design, Design Development, Construction Documents, Bidding and Negotiation, and Construction. This document may be used with a variety of compensation methods, including percentage of construction cost, multiple of direct personnel expense and stipulated sum. B151 is intended to be used in conjunction with A201, General Conditions of Contract for Construction.

B155 Standard Form of Agreement Between Owner and Architect for a Small Project

AIA Document B155 is a standard form of agreement between owner and architect intended for use on a small project; one that is modest in size and brief in duration. B155 is one of three documents that comprise the Small Projects family of documents. It has been developed for use with AIA Document A105, Standard Form of Agreement Between Owner and Contractor for a Small Project, and A205, General Conditions of the Contract for Construction of a Small Project. These documents are specifically coordinated for use as a set. Although A105, A205 and B155 may share some similarities with other AIA documents, the Small Projects documents should not be used without careful side-by-side comparison of content.

In addition, B155 adopts the A205 document by reference as it pertains to the architect's responsibilities in administration of the construction contract between owner and contractor.

B163 Standard Form of Agreement Between Owner and Architect for Designated Services

B163 is the most comprehensive AIA owner-architect agreement. This three-part document contains, among other things, a thorough list of 83 possible services divided among nine phases, covering pre-design through supplemental services. This detailed classification allows the architect to more accurately estimate the time and personnel costs required for a particular project. Both owner and architect benefit from the ability to clearly establish the scope of services required for the project, as responsibilities and compensation issues are negotiated and defined. The architect's compensation may be calculated on a time/cost basis through use of the worksheet provided in the instruction to B163.

Part One of the document deals with variables typical of many owner-architect agreements, such as compensation and scope of services. The scope of services is delimited through use of a matrix that allows the parties to designate their agreed-upon services and responsibilities. Part Two contains detailed descriptions of the specific services found in Part One's matrix. Part Three contains general descriptions of the parties' duties and responsibilities. B163's list of services has been expanded beyond those of any of its predecessor documents through inclusion of construction management and interiors services.

B171 Standard Form of Agreement Between Owner and Architect for Interior Design Services

B171 is intended for use when the architect agrees to provide an owner with design and administrative services for the procurement of interior furniture, furnishings and equipment (FF&E). Unlike B141, this document includes programming of the interior spaces and requirements as part of the services package. The authority to reject goods is left in the hands of the owner rather than the architect, since the procurement of goods is governed by the Uniform Commercial Code (UCC), which would make the architect's mistaken rejection or acceptance of goods binding upon the owner. B171 is coordinated with and adopts by reference AIA Document A271, General Conditions of the Contract for Furniture, Furnishings, and Equipment. AIA Document A201 is also adopted by reference, since it is contemplated that the architect may also administer contracts for construction under B171. When B171 is used, it is anticipated that A271 will form part of the contract between the owner and the contractor for FF&E.

B177 Abbreviated Form of Agreement for Interior Design Services

B177 is an abbreviated document that is similar to B171, but with less complexity and detail. This document may be used where the owner and architect have a continuing relationship from previous work together or where the project is relatively simple in detail or short in duration.

B181 Standard Form of Agreement Between Owner and Architect for Housing

Date 2/24/2004

Services

This document has been developed with the assistance of the U.S. Department of Housing and Urban Development and other federal housing agencies, and is primarily intended for use in multi-unit housing design. B181 requires that the owner (and not the architect) furnish cost-estimating services. B181 is coordinated with and adopts by reference AIA Document A201, General Conditions of the Contract for Construction.

B188 Standard Form of Agreement Between Owner and Architect for Limited Architectural Services for Housing Projects

Unlike B181, B188 is intended for use in situations where the architect will provide limited architectural services in connection with a development housing project. It anticipates that the owner will have extensive control over management of the project, acting in a capacity similar to that of a developer or speculative builder of a housing project. As a result, the owner or separate consultants retained by the owner likely will provide the engineering services, specify the brand names of materials and equipment, and administer payments to contractors, among other project responsibilities. B188 is not coordinated for use with any other AIA standard form contract.

B352 Duties, Responsibilities and Limitations of Authority of the Architect's Project Representative

When and if the owner wants additional project representation at the construction site on a full-or part-time basis, B151 and other AIA owner-architect agreements reference B352 to establish the project representative's duties, responsibilities and limitations of authority.

B431 Architect's Qualification Statement

The Architect's Qualification Statement is a standardized outline of information that a client may wish to review prior to selecting an architect for a particular project. It may be used as part of a request for proposal (RFP) or as a final check on the credentials of an architect. Under some circumstances, B431 may also be attached to the owner-architect agreement to show, for example, the team of professionals and consultants expected to be employed on the owner's project.

B727 Standard Form of Agreement Between Owner and Architect for Special Services

B727 is the most flexible of the AIA owner-architect agreements, in that the description of services is left entirely up to the parties. Otherwise, many of the terms and conditions are similar to those found in AIA Document B151. B727 is often used for planning, feasibility studies, and other services. If construction administration services are to be provided, care must be taken to coordinate B727 with the appropriate general condition of the contract for construction.

B801/CMa Standard Form of Agreement Between Owner and Construction Manager-Adviser where the Construction Manager Is Not a Constructor

This standard form of agreement is intended for use on projects where construction management services are provided by a single entity who is separate and independent from the architect and the contractor, and who acts solely as an adviser (CMa) to the owner throughout the course of the project.

B801/CMa is coordinated for use with AIA Document B141/CMa, Standard Form of Agreement Between Owner and Architect-Construction Manager-Adviser Edition. Both B801/CM and B141/CMa are based on the premise that there will be a separate, and possibly multiple, construction contractor(s) whose contracts with the owner are jointly administered by the architect and the construction manager under AIA Document A201/CMa, General Conditions of the Contract for Construction-Construction Manager-Adviser Edition. *Caution: B801/CMa is not coordinated with and should not be used with documents where the construction manager acts as the constructor (i.e., contractor) for the project, such as AIA Documents A121/CMc or A131/CMc.*

B901 Standard Form of Agreement Between Design/Builder and Architect

Date 2/24/2004

This document contains two agreements to be used in sequence by a design/builder and an architect, the first covering preliminary design and the second covering final design. It is presumed that the design/builder has previously contracted with an owner to provide design and construction services under the agreements contained in AIA Document A191. Although it is anticipated that a design/builder and an architect entering into the first agreement will later enter into the second, the parties are not obligated to do so and may conclude their relationship after the terms of the first agreement have been fulfilled. Design/build entities may be architects, contractors or others, so long as they comply with the governing laws; especially those pertaining to licensing and public procurement regulations. Prior to proceeding in this fashion or entering into either agreement contained in this document with any other entity, architects are advised to contact their legal, insurance, and management advisers.

C-Series

The documents in the C-Series relate to various forms of agreement between an architect and other professionals, including engineers, consultants and other architects.

C141 Standard Form of Agreement Between Architect and Consultant

This is a standard form of agreement between architect and consultant, establishing their respective responsibilities and mutual rights. C141 is most applicable to engineers, but may also be used by consultants in other disciplines providing services to architects. Its provisions are in accord with those of B141, B151 and AIA Document A201, General Conditions of the Contract for Construction.

C142 Abbreviated Standard Form of Agreement Between Architect and Consultants

This is an abbreviated form of agreement between architect and consultant, and adopts the terms of a prime agreement between owner and architect by reference.

C727 Standard Form of Agreement Between Architect and Consultant for Special Services

This is a standard form of agreement between architect and consultant for special services, and is intended for use when other C-Series documents are inappropriate. It is often used for planning, feasibility studies, post-occupancy studies and other services that require specialized descriptions.

C801 Joint Venture Agreement for Professional Services

This document is intended to be used by two or more parties to provide for their mutual rights and obligations. It is intended that the joint venture, once established, will enter into a project agreement with the owner to provide professional services. The parties may be all architects, all engineers, a combination of architects and engineers, or another combination of professionals. The document provides a choice between two methods of joint venture operation. The "Division of Compensation" method assumes that services provided and the compensation received will be divided among the parties in the proportions agreed to at the outset of the project. Each party's profitability is then dependent on individual performance of pre-assigned tasks and is not directly tied to that of the other parties. The "Division of Profit and Loss" method is based on each party performing work and billing the joint venture at cost plus a nominal amount for overhead. The ultimate profit or loss of the joint venture is divided between the parties at completion of the project, based on their respective interests.

D-Series

The documents in the D-Series, known as the Architect-Industry documents, are applicable across a broad range of projects.

Date 2/24/2004

D101 Methods of Calculating the Area and Volume of Buildings

This document establishes definitions for and describes methods of calculating the architectural area and volume of buildings. D101 also covers interstitial space, office, retail, and residential areas.

D200 Project Checklist

The project checklist is a convenient listing of tasks a practitioner may perform on a given project. This check list will assist the architect in recognizing required tasks and in locating data necessary to fulfill assigned responsibilities. By providing space for notes on actions taken, assignment of tasks and time frames for completion, D200 may also serve as a permanent record of the owner's, contractor's and architect's actions and decisions.

G-Series

The documents in the G-Series relate to office administration, securing goods and services, and administering and closing out project agreements.

G601 RFP-Land Survey

G601 allows owners to request proposals from number of surveyors based on information deemed necessary by the owner and architect. G601 allows owner to fine-tune an RFP-through checking appropriate boxes and filling in project specifics--to avoid cost associated with requesting unnecessary information. The document may also form the agreement between owner and land surveyor once and understanding is reached.

G602 RFP-Geotechnical Services

Similar in both structure and format to AIA Document G601, G602 is a Request for Proposal (RFP) that can evolve to form the agreement between owner and geotechnical engineer. G602 allows the owner to tailor the proposal request to address the specific needs of the project. In consultation with the architect, the owner establishes the parameters of service required and evaluates submissions based on criteria such as time, cost and overall responsiveness to the terms set forth in the RFP. When an acceptable submission is selected, the owner signs the document in triplicate, returning one copy to the engineer and one to the architect. The agreement between owner and geotechnical engineer is thus formed.

G604 Professional Services Supplement

This document is intended to formalize procedures for authorizing supplemental professional actions such as expanding the scope of basic services, incurring reimbursable expenses or proceeding with certain additional services. The document should only be used in conjunction with an earlier agreement for professional services to provide a written record of such authorizations, giving particulars of activities, time spans and compensation involved.

G612 Owner's Instructions Regarding the Construction Contract, Insurance and Bonds, and Bidding Procedures

This document is formatted as a questionnaire and is divided into three parts. Part A relates to the contract, Part B covers insurance and bonds, and Part C deals with bidding procedures. The sections follow a project's normal chronological sequence to provide information when it will be needed. Because many of the items relating to the contract will have some bearing on the development of construction documents, it is important to place Part A in the owner's hand at the earliest possible stage of the project. The owner's responses to Part A will lead to a selection of the appropriate delivery method and contract forms, including the general conditions. Part B naturally follows after the selection of the general conditions, because insurance and bonding information is dependent upon the type of general conditions chosen. Thereafter, answers to Part C will follow as the contract documents are further developed.

Date 2/24/2004

G701 Change Order

G701 may be used as written documentation of changes in the work, contract sum or contract time that are mutually agreed to by the owner and contractor. G701 provides space for the signatures of the owner, architect and contractor, and for a complete description of the change.

G701/CMa Change Order-Construction Manager-Adviser Edition

The purpose of this document is essentially the same as that of G701. The major difference is that the signature of the construction manager-adviser, along with those of the owner, architect and contractor, is required to validate the change order.

G702/G703 Application and Certificate for Payment; Continuation Sheet

These documents provide convenient and complete forms on which the contractor can apply for payment and the architect can certify that payment is due. The forms require the contractor to show the status of the contract sum to date, including the total dollar amount of the work completed and stored to date, the amount of retainage (if any), the total of previous payments, a summary of change orders and the amount of current payment requested. G703, Continuation Sheet, breaks the contract sum into portions of the work in accordance with a schedule of values required by the general conditions. G702 serves as both the contractor's application and the architect's certification. Its use can expedite payment and reduce the possibility of error. If the application is properly completed and acceptable to the architect, the architect's signature certifies to the owner that a payment in the amount indicated is due to the contractor. The form also allows the architect to certify an amount different than the amount applied for, with explanation provided by the architect.

G702/CMa Application and Certificate for Payment-Construction Manager-Adviser Edition

Though the use and purpose of G702/CMa remains substantially similar to that of G702, the construction manager-adviser edition expands responsibility for certification of payment to include both architect and construction manager. Similarly, both architect and construction manager may certify a different amount than that applied for, with each initialing the figures that have been changed and providing written explanation(s) accordingly. The standard G703 Continuation Sheet is appropriate for use with G702/CMa.

G704 Certificate of Substantial Completion

G704 is a standard form for recording the date of substantial completion of the work or a designated portion thereof. The contractor prepares a list of items to be completed or corrected, and the architect verifies and amends this list. If the architect finds that the work is substantially complete, the form is prepared for acceptance by the contractor and the owner. Appended thereto is the list of items to be completed or corrected. The form provides for agreement as to the time allowed for completion or correction of the items, the date when the owner will occupy the work or designated portion thereof, and a description of responsibilities for maintenance, heat, utilities, and insurance.

G706 Contractor's Affidavit of Payment of Debts and Claims

The contractor submits this affidavit with the final request for payment, stating that all payrolls, bills for materials and equipment, and other indebtedness connected with the work for which the owner might be responsible have been paid or otherwise satisfied. G706 requires the contractor to list any indebtedness or known claims in connection with the construction contract that have not been paid or otherwise satisfied. The contractor may also be required to furnish a lien bond or indemnity bond to protect the owner with respect to each exception.

G706A Contractor's Affidavit of Release of Liens

G706A supports AIA Document G706 in the event that the owner requires a sworn statement of the contractor stating that all releases or waivers of liens have been received. In such event, it is normal for the contractor to submit G706 and G706A, along with attached releases or waivers of liens for the contractor, all subcontractors and others who may have lien right against the owner's property. The contractor is required to list any exceptions

to the sworn statement provided in G706A, and may be required to furnish to the owner a lien bond or indemnity bond to protect the owner with respect to such exceptions.

G707 Consent of Surety to Final Payment

By obtaining the surety's approval of final payment to the contractor and its agreement that final payment will not relieve the surety of any of its obligations, the owner may preserve its rights under the bonds.

G707A Consent of Surety to Reduction in or Partial Release of Retainage

This is a standard form for use when a surety company is involved and the owner-contractor agreement contains a clause whereby retainage is reduced during the course of the construction project. When duly executed, G707A assures the owner that such reduction or partial release of retainage does not relieve the surety of its obligations.

G709 Proposal Request

This form is used to obtain price quotations required in the negotiation of change orders. G709 is not a change order or a direction to proceed with the work; it is simply a request to the contractor for information related to a proposed change in the construction contract.

G710 Architect's Supplemental Instructions

Architect's supplemental instructions are used by the architect to issue additional instructions or interpretations or to order minor changes in the work. The form is intended to assist the architect in performing obligations as interpreter of the contract document requirements in accordance with the owner-architect agreement and the general conditions. This form should not be used to change the contract sum or contract time. If a change in the contract sum or contract time is involved, a Change Order or Construction Change Directive should be used.

G711 Architect's Field Report

The Architect's Field Report is a standard form for the architect's project representative to use in maintaining a concise record of site visits or, in the case of a full-time project representative, a daily log of construction activities.

G712 Shop Drawing and Sample Record

This is a standard form by which the architect can schedule and monitor shop drawings and samples. Since this process tends to be complex, the schedule provided in G712 shows the progress of a submittal, which in turn contributes to the orderly processing of work. G712 can also serve as a permanent record of the chronology of the submittal process.

G714 Construction Change Directive

This document was developed as a directive for changes in the work, which, if not expeditiously implemented, might delay the project. In contrast to a Change Order (AIA Document G701), G714 is to be used where the owner and contractor, for whatever reason, have not reached agreement on proposed changes in the contract sum or contract time. Upon receipt of a completed G714, the contractor must promptly proceed with the change in the work described therein.

G714/CMa Construction Change Directive, Construction Manager-Adviser Edition

G714/CMa is designed to effect the same type of substantive changes in the work described in the synopsis of G714, above. Where as the owner and architect must both sign the G714 in order for the directive to become a valid contractual instrument, G714/CMa requires execution by owner, architect, and construction manager-adviser.

G715 Instruction Sheet and Attachment for ACORD Certificate of Insurance

Date 2/24/2004

This document is intended for use in adopting ACORD Form 25-S to certify the coverage required of contractors under AIA Document A201. The document consists of instructions for filling out the ACORD form and an attachment for information not called for on the ACORD form.

G722 Project Application and Project Certificate for Payment; Project Application Summary and G723/CMa

These documents are similar in purpose to the combination of G702 and G703, but are for use construction management projects where the CM serves as an adviser to the owner. Each contractor submits separate G702/CMa and G703 documents to the construction manager-adviser, who collects and compiles them to complete G723/CMa. G723/CMa then serves as a summary of the contractors' applications, with project totals being transferred to G722/CMa. The construction manager-adviser can then sign the form, have it notarized and submit it along with the G723/CMa (which has all of the separate contractor's G702/CMa forms attached) to the architect for review and appropriate action.
