

## **A Series**

### **A101™–2007 (formerly A101™–1997) Standard Form of Agreement Between Owner and Contractor where the Basis of Payment is a Stipulated Sum**

A101–2007 is a standard form of agreement between owner and contractor for use where the basis of payment is a stipulated sum (fixed price). A101 adopts by reference, and is designed for use with, A201™–2007, General Conditions of the Contract for Construction. A101 is suitable for large or complex projects. For projects of a more limited scope use of A107™–2007, Agreement Between Owner and Contractor for a Project of Limited Scope, should be considered. For even smaller projects, consider A105™–2007, Agreement Between Owner and Contractor for a Residential or Small Commercial Project.

### **A101™CMA–1992 Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Construction Manager-Adviser Edition**

A101CMA–1992 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 A201CMA–1992, 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 only serves in the capacity of an adviser to the owner, rather than as constructor (the latter relationship being represented in documents A121™CMC–1991 and A131™CMC–1991). A101CMA–1992 is suitable for projects where the cost of construction has been predetermined, either by bidding or by negotiation.

### **A102™–2007 (formerly A111™–1997) Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment is the Cost of the Work Plus a Fee with a Negotiated Guaranteed Maximum Price**

This standard form of agreement between owner and contractor is appropriate for use on large projects requiring a negotiated guaranteed maximum price, when the basis of payment to the contractor is the cost of the work plus a fee. A102–2007 is not intended for use in competitive bidding. A102–2007 adopts by reference and is intended for use with A201™–2007, General Conditions of the Contract for Construction.

### **A103™–2007 (formerly A114™–2001) Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price**

A103–2007 is appropriate for use on large projects when the basis of payment to the contractor is the cost of the work plus a fee, and the cost is not fully known at the commencement of construction. A103–2007 is not intended for use in competitive bidding. A103–2007 adopts by reference, and is intended for use with, A201™–2007, General Conditions of the Contract for Construction.

**A105™–2007 (formerly A105™–1993 and A205™–1993) Standard Form of Agreement Between Owner and Contractor for a Residential or Small Commercial Project**

A105–2007 is a stand-alone agreement with its own general conditions; it replaces A105–1993 and A205–1993. A105–2007 is for use on a project that is modest in size and brief in duration, and where payment to the Contractor is based on a stipulated sum (fixed price). For larger and more complex projects, other AIA agreements are more suitable, such as A107™–2007, Agreement Between Owner and Contractor for a Project of Limited Scope. A105–2007 and B105™–2007, Standard Form of Agreement Between Owner and Architect for a Residential or Small Commercial Project, comprise the Small Projects family of documents. Although A105–2007 and B105–2007 share some similarities with other agreements, the Small Projects family should NOT be used in tandem with agreements in other document families without careful side-by-side comparison of contents.

**A107™–2007(formerly A107™–1997) Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope**

A107–2007 is a stand-alone agreement with its own internal general conditions and is intended for use on construction projects of limited scope. It is intended for use on medium-to-large sized projects where payment is based on either a stipulated sum or the cost of the work plus a fee, with or without a guaranteed maximum price. Parties using A107–2007 will also use A107, Exhibit A, if using a cost-plus payment method. B104™–2007, Standard Form of Agreement Between Owner and Architect for a Project of Limited Scope, coordinates with A107–2007 and incorporates it by reference.

For more complex projects, parties should consider using one of the following other owner-contractor agreements: AIA Documents A101™–2007, A102™–2007 or A103™–2007. These agreements are written for a stipulated sum, cost of the work with a guaranteed maximum price, and cost of the work without a guaranteed maximum price, respectively. Each of them incorporates by reference A201™–2007, General Conditions of the Contract for Construction. For single family residential projects, or smaller and less complex commercial projects, parties may wish to consider A105™–2007, Agreement Between Owner and Contractor for a Residential or Small Commercial Project .

**A121™CMc–2003 Standard Form of Agreement Between Owner and Construction Manager Where the Construction Manager is also the Constructor (AGC Document 565)**

A121CMc–2003 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 preconstruction phase and the construction phase, portions of which may proceed concurrently in order to fast track the process. A121CMc–2003 is coordinated for use with A201™–1997, General Conditions of the Contract for Construction, and B151™–1997, Standard Form of Agreement Between Owner and Architect.

**A131™CMc–2003 Standard Form of Agreement Between Owner and Construction Manager Where the Construction Manager is also the Constructor and Where the Basis of Payment is the Cost Plus a Fee and there is no Guarantee of Cost (AGC Document 566)**

Similar to A121™CMc–1991, this CM as constructor agreement is intended for use when the owner seeks a construction manager who will take on responsibility for providing the means and methods of construction. However, in A131CMc–2003 the construction manager does not provide a Guaranteed Maximum Price (GMP). A131CMc–2003 employs the cost-plus-a-fee method, wherein the owner can monitor cost through periodic review of a control estimate that is revised as the project proceeds. The agreement divides the construction manager's services into two phases: the preconstruction phase and the construction phase, portions of which may proceed concurrently in order to fast track the process. A131CMc–2003 is coordinated for use with A201™–1997, General Conditions of the Contract for Construction, and B151™–1997, Standard Form of Agreement Between Owner and Architect.

**A141™–2004 Agreement Between Owner and Design-Builder**

A141–2004 replaces A191™–1996 and consists of the Agreement and three exhibits, Exhibit A, Terms and Conditions, Exhibit B, Determination of the Cost of the Work, and Exhibit C, Insurance and Bonds. Exhibit B is not applicable if the parties select to use a Stipulated Sum. A141–2004 obligates the Design-Builder to execute fully the Work required by the Design-Build Documents, which include A141–2004 with its attached exhibits, the project criteria and the design-builder's proposal, including any revisions to those documents accepted by the owner, supplementary and other conditions, addenda and modifications. The Agreement requires the parties to select the payment type from three choices: (1) Stipulated Sum, (2) Cost of the Work Plus Design-Builder's Fee, and (3) Cost of the Work Plus Design-Builder's Fee with a Guaranteed Maximum Price. A141–2004 with its attached exhibits forms the nucleus of the Design-Build Contract. Because A141–2004 includes its own Terms and Conditions, it does not use A201™–1997.

**A142™–2004 Agreement Between Design-Builder and Contractor**

A142™–2004 replaces A491™–1996 and consists of the Agreement and five exhibits: Exhibit A, Terms and Conditions; Exhibit B, Preconstruction Services; Exhibit C, Contractor's Scope of Work; Exhibit D, Determination of the Cost of the Work; and Exhibit E, Insurance and Bonds. Unlike B491™–1996, A142–2004 does not rely on A201 for its general conditions of the contract. A142–2004 contains its own Terms and Conditions. A142–2004 obligates the contractor to perform the work in accordance with the Contract Documents, which include A142–2004 with its attached exhibits, supplementary and other conditions, drawings, specifications, addenda, and modifications. Like A141™–2004, A142–2004 requires the parties to select the payment type from three choices: (1) Stipulated Sum, (2) Cost of the Work Plus Design-Builder's Fee, and (3) Cost of the Work Plus Design-Builder's Fee with a Guaranteed Maximum Price.

**A151™–2007 (formerly A175™ID–2003) Standard Form of Agreement Between Owner and Vendor for Furniture, Furnishings and Equipment where the basis of payment is a Stipulated Sum**

A151–2007 is intended for use as the contract between Owner and Vendor for Furniture, Furnishings and Equipment (FF&E) where the basis of payment is a stipulated sum (fixed price) agreed to at the time of contracting. A151–2007 adopts by reference and is intended for use with A251™–2007, 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 has been determined in advance, either through bidding or negotiation.

**A201™–2007 (formerly A201™–1997) General Conditions of the Contract for Construction**

The General Conditions are an integral part of the contract for construction for a large project and they are incorporated by reference into the owner-contractor agreement. They set forth the rights, responsibilities, and relationships of the owner, contractor, and architect. Though not a party to the contract for construction between owner and contractor, the architect participates in the preparation of the contract documents and performs construction phase duties and responsibilities described in detail in the general conditions. A201–2007 is adopted by reference in owner-architect, owner-contractor, and contractor-subcontractor agreements in the A201 family of documents; thus, it is often called the "keystone" document.

**A201™CMA–1992 General Conditions of the Contract for Construction, Construction Manager-Adviser Edition**

A201CMA–1992 sets forth the rights, responsibilities, and relationships of the owner, contractor, construction manager and architect. A201CMA–1992 is adopted by reference in owner-architect, owner-contractor, and owner-construction manager agreements in the A201CMA family of documents. Under A201CMA–1992, the construction manager serves as an independent adviser to the owner, who enters into multiple contracts with prime trade contractors.

**Caution:** Do not use A201CMA–1992 in combination with agreements where 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, such as A121™CMc–2003 or A131™CMc–2003.

**A201™SC–1999 Federal Supplementary Conditions of the Contract for Construction**

A201SC–1999 is intended for use on certain federally assisted construction projects. For such projects, A201SC–1999 adapts A201™–1997 by providing (1) necessary modifications of the General Conditions, (2) additional conditions, and (3) insurance requirements for federally assisted construction projects.

### **A251™–2007 (formerly A275™ID–2003) General Conditions of the Contract for Furniture, Furnishings, and Equipment**

A251–2007 provides general conditions for the A151™–2007, Standard Form Agreement between Owner and Vendor for Furniture, Furnishings and Equipment where the Basis of Payment is a Stipulated Sum. A251–2007 sets forth the duties of the owner, architect, and vendor, just as the A201™–2007, General Conditions of the Contract for Construction, does for building construction projects. Because the Uniform Commercial Code (UCC) governs the sale of goods and has been adopted in nearly every jurisdiction, A251–2007 recognizes the commercial standards set forth in Article 2 of the UCC, and uses certain standard UCC terms and definitions. A251–2007 was renumbered in 2007 and modified, as applicable, to coordinate with A201–2007.

### **A305™–1986 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, references, and financial stability of any contractor being considered. These factors, along with the time frame for construction, are important for an owner to investigate. Using A305–1986, the contractor may provide a sworn, notarized statement and appropriate attachments to elaborate on important aspects of the contractor's qualifications.

### **A310™–1970 Bid Bond**

This simple, one-page form establishes the maximum penal amount that may be due to the owner if the selected bidder fails to execute the contract and/or fails to provide any required performance and payment bonds.

### **A312™–1984 Performance Bond and Payment Bond**

This form incorporates two bonds: one covering the contractor's performance, and the other covering the contractor's obligations to pay subcontractors and others for material and labor. In addition, A312–1984 obligates the surety to act responsively to the owner's requests for discussions aimed at anticipating or preventing a contractor's default.

### **A401™–2007 (formerly A401™–1997) Standard Form of Agreement Between Contractor and Subcontractor**

This agreement establishes the contractual relationship between the contractor and subcontractor. It sets forth the responsibilities of both parties and lists their respective obligations, which are written to parallel A201™–2007, General Conditions of the Contract for Construction, which A401–2007 incorporates by reference. A401™–2007 may be modified for use as an agreement between the subcontractor and a sub-subcontractor, and must be modified if used where A107™–2007 or A105™–2007 serves as the owner-contractor agreement.

### **A503™–2007 (formerly A511™–1999) Guide for Supplementary Conditions**

A503–2007 is not an agreement, but is a guide containing model provisions for modifying and supplementing A201™–2007, General Conditions of the Contract for Construction. It provides model language with explanatory notes to assist users in adapting A201–2007 to specific circumstances. A201–2007, as a standard form document, cannot cover all the particulars of a project. Thus, A503–2007 is provided to assist A201–2007 users either in modifying it, or developing a separate supplementary conditions document to attach to it.

### **A511™CMA–1993 Guide for Supplementary Conditions, Construction Manager-Adviser Edition**

Similar to A503™–2007, A511CMA–1993 is a guide for amending or supplementing the general conditions document A201™CMA–1992. A511CMA–1993 should only be employed, as should A201CMA–1992, on projects where the construction manager is serving in the capacity of adviser to the owner (as represented by the CMA document designation), and not in situations where the Construction Manager is also the constructor (CMc document-based relationships). Like A5 03–2007, this document contains suggested language for supplementary conditions, along with notes on appropriate usage.

### **A701™–1997 Instructions to Bidders**

This document is used when competitive bids are to be solicited for construction of the project. Coordinated with A201, General Conditions of the Contract for Construction, and its related documents, A701–1997 provides instructions on procedures, including bonding requirements, for bidders to follow in preparing and submitting their bids. Specific instructions or special requirements, such as the amount and type of bonding, are to be attached to, or inserted into, A701–1997

### **A751™–2007 (formerly A775™ID–2003) Invitation and Instructions for Quotation for Furniture, Furnishings and Equipment**

A751–2007 provides (1) the Invitation for Quotation for Furniture, Furnishings and Equipment (FF&E) and (2) Instructions for Quotation for Furniture, Furnishings and Equipment. These two documents define the owner's requirements for a vendor to provide a complete quotation for the Work. The purchase of FF&E is governed by the UCC, and A751–2007 has been developed to coordinate with the provisions of the UCC.