

A101-2007, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AIA Document 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, AIA Document 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 AIA Document A107™-2007, Agreement Between Owner and Contractor for a Project of Limited Scope, should be considered. For even smaller projects, consider AIA Document A105™-2007, Agreement Between Owner and Contractor for a Residential or Small Commercial Project. NOTE: A101-2007 replaces AIA Document A101™-1997 (expired May 31, 2009).

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 Guaranteed Maximum Price

This standard form of agreement between owner and contractor is appropriate for use on large projects requiring a guaranteed maximum price, when the basis of payment to the contractor is the cost of the work plus a fee. AIA Document A102™-2007 is not intended for use in competitive bidding. AIA Document A102-2007 adopts by reference and is intended for use with AIA Document A201™-2007, General Conditions of the Contract for Construction. NOTE: A102-2007 replaces AIA Document A111™-1997 (expired May 31, 2009).

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

AIA Document 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. AIA Document A103-2007 is not intended for use in competitive bidding. A103-2007 adopts by reference, and is intended for use with, AIA Document A201™-2007, General Conditions of the Contract for Construction. NOTE: A103-2007 replaces AIA Document A114™-2001 (expired May 31, 2009).

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

AIA Document A105™-2007 is a stand-alone agreement with its own general conditions; it replaces AIA Documents A105™-1993 and A205™-1993. AIA Document 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 AIA Document A107™-2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope. AIA Documents 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 and B105 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. NOTE: AIA Documents A105-1993 and A205-1993 expired on May 31, 2009.

A107-2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope

AIA Document 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 AIA Document A107-2007 will also use A107 Exhibit A, if using a cost-plus payment method. AIA Document 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 Document 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 AIA Document 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 AIA Document A105™-2007, Agreement Between Owner and Contractor for a Residential or Small Commercial Project. NOTE: A107-2007 replaces AIA Document A107™-1997 (expired May 31, 2009).

A132-2009 (formerly A101CMa-1992), Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

AIA Document A132™-2009 is a standard form of agreement between owner and contractor for use on projects where the basis of payment is either a stipulated sum (fixed price) or cost of the work plus a fee, with or without a guaranteed maximum price. 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 Documents A232™-2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™-2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™-2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser. 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 AIA Documents A133™-2009 and A134™-2009). NOTE: A101CMa-1992 expired in 2010.

A133-2009 (formerly A121CMc-2003), Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AIA Document A133™-2009 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 and to complete construction at or below the guaranteed maximum price. 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. AIA Document A133-2009 is coordinated for use with AIA Documents A201™-2007, General Conditions of the Contract for Construction, and B103™-2007, Standard Form of Agreement Between Owner and Architect for a Large or Complex Project. NOTE: A121CMc-2003 expired in 2010.

CAUTION: To avoid confusion and ambiguity, do not use this construction management document with any other AIA construction management document.

A134-2009 (formerly A131CMc-2003), Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guarantee Maximum Price

Similar to AIA Document A133™-2009, AIA Document A134™-2009 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 AIA Document A134-2009 the construction manager does not provide a guaranteed maximum price (GMP). A134-2009 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. A134-2009 is coordinated for use with AIA Documents A201™-2007, General Conditions of the Contract for Construction, and B103™-2007, Standard Form of Agreement Between Owner and Architect for a Large or Complex Project. NOTE: A131CMc-2003 expired in 2010.

CAUTION: To avoid confusion and ambiguity, do not use this construction management document with any other AIA construction management document.

A141-2014, Agreement Between Owner and Design-Builder

AIA Document A141™-2014 replaces AIA Document A141-2004, Standard Form of Agreement Between Owner and Design-Builder, and consists of the Agreement portion and Exhibit A, a Design-Build Amendment that is executed when the Owner and Design-Builder have agreed on the Contract Sum. Additionally, A141-2014 includes two exhibits, Exhibit B, Insurance and Bonds, and Exhibit C, Sustainable Projects. AIA Document A141-2014 forms the nucleus of the Contract for Design-Build between the Owner and Design-Builder.

Design-build is a process in which the owner contracts directly with one entity to provide both the design and construction of the project. The design-builder may be a design-build entity, an architect, construction contractor, real estate developer, or any person or entity legally permitted to do business as a design-builder in the jurisdiction where the project is located. The design-builder's organization may take a variety of legal forms, such as a sole proprietorship, a partnership, a joint venture, or a corporation. An architect or architectural firm choosing to function as a design-builder may directly contract to perform design-build services or, alternatively, may form a separate corporate entity or joint venture for design-build.

In A141-2014, the Owner provides a set of Owner's Criteria establishing the Owner's requirements for the Project. Thereafter, the Design-Builder will review the Owner's Criteria, develop a Preliminary Design and then provide a proposal to the Owner regarding the Contract Sum. Upon mutual agreement, the Owner and Design-Builder will execute the Design-Build Amendment to establish the Contract Sum and document the information upon which the Contract Sum is based. The Design-Build Amendment also includes the

determination for the Cost of the Work, if the Contract Sum is based on a Cost of the Work with or without a Guaranteed Maximum Price.

A142-2014, Standard Form of Agreement Agreement Between Design-Builder and Contractor

AIA Document A142™-2014 replaces AIA Document A141™-2004, Standard Form of Agreement Between Design-Builder and Contractor, and consists of the Agreement portion and four exhibits: Exhibit A, Terms and Conditions; Exhibit B, Insurance and Bonds; Exhibit C, Preconstruction Services; and Exhibit D, Determination of the Cost of the Work.

A142-2014 obligates the contractor to perform the work in accordance with the contract documents, which include A142 with its attached exhibits, supplementary and other conditions, drawings, specifications, addenda, and modifications. Like AIA Document A141™-2014, AIA Document A142-2014 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 A175ID-2003), Standard Form of Agreement Between Owner and Vendor for Furniture, Furnishings and Equipment where the basis of payment is a Stipulated Sum

AIA Document 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. AIA Document A151-2007 adopts by reference and is intended for use with AIA Document 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. NOTE: A151-2007 replaces A175ID-2003 (expired 2009).

A201-2007, 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. AIA Document A201™-2007 is adopted by reference in owner/architect, owner/contractor, and contractor/subcontractor agreements in the Conventional (A201) family of documents; thus, it is often called the "keystone" document. NOTE: A201-2007 replaces AIA Document A201™-1997 (expired May 31, 2009).

A232-2009 (formerly A201CMA-1992), General Conditions of the Contract for Construction, Construction Manager as Adviser Edition

AIA Document A232™-2009 sets forth the rights, responsibilities, and relationships of the owner, contractor, construction manager and architect. A232-2009 is adopted by reference in owner/architect, owner/contractor, and owner/construction manager agreements in the CMA family of documents. Under

A232-2009, the construction manager serves as an independent adviser to the owner, who enters into a contract with a general contractor or multiple contracts with prime trade contractors. NOTE: A201CMA-1992 expired in 2010.

CAUTION: Do not use A232-2009 in combination with agreements where the construction manager takes on the role of constructor, such as in AIA Document A133™-2009 or A134™-2009.

A251-2007 (formerly A275ID-2003), General Conditions of the Contract for Furniture, Furnishings and Equipment

AIA Document A251™-2007 provides general conditions for the AIA Document A151™-2007, Standard Form Agreement between Owner and Vendor for Furniture, Furnishings and Equipment where the basis of payment is a Stipulated Sum. AIA Document A251-2007 sets forth the duties of the owner, architect and vendor, just as AIA Document 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 was renumbered in 2007 and was modified, as applicable, to coordinate with AIA Document A201-2007. NOTE: A251-2007 replaces A275ID-2003 (expired 2009).

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 AIA Document A305™-1986, the contractor may provide a sworn, notarized statement and appropriate attachments to elaborate on important aspects of the contractor's qualifications.

A310-2010, Bid Bond

AIA Document A310™-2010, a 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 or fails to provide any required performance and payment bonds. NOTE: A310-2010 replaces AIA Document A310™-1970, which expires on December 31, 2011.

A312™-2010, Performance Bond and Payment Bond

AIA Document A312™-2010 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, AIA Document A312-2010 obligates the surety to act responsively to the owner's requests for discussions aimed at anticipating or preventing a contractor's default. NOTE: A312-2010 replaces AIA Document A312™-1984, which expires on December 31, 2011.

A401-2007, Standard Form of Agreement Between Contractor and Subcontractor

AIA Document A401™-2007 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 AIA Document A201™-2007, General Conditions of the Contract for Construction, which A401-2007 incorporates by reference. AIA Document A401-2007 may be modified for use as an agreement between the subcontractor and a sub-subcontractor, and must be modified if used where AIA Document A107™-2007 or A105™-2007 serves as the owner/contractor agreement. NOTE: A401-1997 replaces AIA Document A401™-1997 (expired May 31, 2009).

A441-2014, Standard Form of Agreement Between Contractor and Subcontractor for a Design-Build Project

AIA Document A441™-2014 establishes the contractual relationship between the contractor and subcontractor in a design-build project. AIA Document A441-2014 incorporates by reference the terms and conditions of AIA Document A142™-2014, Standard Form of Agreement Between Design-Builder and Contractor, and was written to ensure consistency with the AIA 2014 Design-Build family of documents. Because subcontractors are often required to provide professional services on a design-build project, A441-2014 provides for that possibility.

A701-1997, Instructions to Bidders

AIA Document A701™-1997 is used when competitive bids are to be solicited for construction of the project. Coordinated with AIA Document A201™, General Conditions of the Contract for Construction, and its related documents, AIA Document 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.

A751-2007 (formerly A775ID-2003), Invitation and Instructions for Quotation for Furniture, Furnishings and Equipment

AIA Document 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 Uniform Commercial Code (UCC), and AIA Document A751-2007 was developed to coordinate with the provisions of the UCC. NOTE: A751-2007 replaces A775ID-2003 (expired 2009).