

C101™-1993 (formerly C801-1993), Joint Venture Agreement for Professional Services

AIA Document C101™-1993 is intended for use by two or more parties to provide for their mutual rights and obligations in forming a joint venture. It is intended that the joint venture, once established, will enter into an 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 or among the parties at completion of the project, based on their respective interests. NOTE: AIA Document C101-1993 was renumbered in 2007, but its content remains the same as in AIA Document C801™-1993, which expired on May 31, 2009.

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C132™-2009 (formerly B801CMa-1992), Standard Form of Agreement Between Owner and Construction Manager as Adviser

AIA Document C132™-2009 provides the agreement between the owner and the construction manager, 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. AIA Document C132-2009 is coordinated for use with AIA Document B132™-2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition.

Both C132-2009 and B132-2009 are based on the premise that there will be a separate construction contractor or multiple prime contractors whose contract(s) with the owner will be jointly administered by the architect and the construction manager under AIA Document A232™-2009. AIA Document C132-2009 is not coordinated with, and should not be used with, documents where the construction manager acts as the constructor for the project, such as in AIA Document A133™-2009 or A134™-2009. NOTE: B801CMa-1992 expired in 2010.

C401-2007 (formerly C141-1997), Standard Form of Agreement Between Architect and Consultant

AIA Document C401™-2007 is a standard form of agreement between the architect and the consultant providing services to the architect. AIA Document C401-2007 is suitable for use with all types of consultants, including consulting architects. This document may be used with a variety of compensation methods. C401-2007 assumes and incorporates by reference a preexisting owner/architect agreement known as the “prime agreement.” AIA Documents B101™-2007, B103™-2007, B104™-2007, B105™-2007 and B152™-2007 are the documents most frequently used to establish the prime agreement. C401-2007 was modified in 2007 to be shorter and more flexible by “flowing down” the provisions of the prime agreement, except as specifically stated in C401. NOTE: C401-2007 replaces AIA Document C141™-1997, which expired on May 31, 2009.

C441-2014, Standard Form of Agreement Between Architect and Consultant for a Design-Build Project

AIA Document C441™-2014 establishes the contractual relationship between the architect and a consultant providing services to the architect on a design-build project. AIA Document C441-2014 is suitable for use with all types of consultants, including consulting architects and may be used with a variety of compensation methods. C441 assumes and incorporates by reference a preexisting prime agreement between the design-builder and architect. C441-2014 was written to ensure consistency with AIA Document B143™-2014, Standard Form of Agreement Between Design-Builder and Architect, and with other documents in the AIA 2014 Design-Build family of documents.

C727™-1992, Standard Form of Agreement Between Architect and Consultant for Special Services

AIA Document C727™-1992 provides only the terms and conditions of the agreement between the architect and the consultant—the description of services is left entirely to the parties, and must be inserted in the agreement or attached in an exhibit. It is often used for planning, feasibility studies, post-occupancy studies, and other services that require specialized descriptions.