

# ▲ AIA Contract Documents

## Documents Synopses

The AIA Documents Synopses is a quick reference for determining the appropriate uses for each of the contract and 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.

### INTRODUCTION

There are more than 75 AIA contract 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 being developed.

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 confirm 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 several current AIA documents are contained in the *Architect's Handbook of Professional Practice*, and sample copies of all the current documents as well as commentaries on AIA

Documents A201 and B141 can be found on the CD-ROM that accompanies the *Handbook*. Other material of interest in the *Handbook* includes a section titled the Documents Finder, which 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. See chart on page 3 for an overview of the document families.

The documents listed in the Synopses are organized according to their 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

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 modifications 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 available in both printed and electronic form. The software package *AIA Contract Documents: Electronic Format 3.0* enables users to access and print out the AIA documents. Modifications are clearly shown: deleted language appears with strikethroughs, and added language is underscored. System requirements for EF 3.0 are

- PC with Pentium processor
- 32 MB RAM (64 MB recommended)
- 10 MB available hard-drive space
- VGA or SVGA monitor
- Laser printer (recommended) supported by Windows 95, 98, 2000, or NT 4.0
- Excel 5.0 (or higher) for Windows (needed for certain G-Series documents)

Paper documents and EF 3.0 are available from your local AIA distributor or by calling 800-365-2724.

## Families of Documents

AIA documents can be grouped into "families" that may be applied to particular project delivery methods. The documents within each family provide a consistent structure and text base to support the major relationships on a design and construction project. Understanding these family groupings will help you select the most appropriate standard forms to use on your project.

TYPE OF PROJECT	DOCUMENT FAMILY	DESCRIPTION	USE
When the owner's project is divided into separate contracts for design (with the architect) and for construction (with one or more builders), it may be appropriate to use the A201 family.	<b>A201 Family</b> A101, A107, A111, A201, A201/SC, A401, A511, A521, A701, B141, B144ARCH-CM, B151, B163, B181, B188, B352, B511, B727, C141, C142, C727, C801	This is the most commonly used family of documents since it is suitable for the conventional delivery approach of sequential design-award-build.	Small to large projects
It may be appropriate to use the Small Project family when a project is (1) small in scale; (2) straightforward in design; (3) conceived with good, established working relationships among the project team members; (4) of short duration (less than one year from start of design to completion of construction); and (5) without delivery complications such as competitive bidding.	<b>Small Project Family</b> A105, A205, B155	This family is suitable for small projects such as residential renovations and additions and other projects of relatively low cost and brief duration.	Small projects
When the owner's project is divided into separate contracts for design and for the purchase of commercial or institutional furniture, furnishings and equipment (FF&E), it may be appropriate to use the Interiors family.	<b>Interiors Family</b> A171, A177, A271, A571, A771, B171, B177	Similar in concept to the A201 family, the interiors documents procure FF&E under a contract separate from the design services, thus preserving the architect's independence from any monetary interest in the sale of those goods. Unlike the A201 family, the interiors documents are not suitable for construction work, such as major tenant improvements.	Small to large tenant-landlord projects
When the owner's project incorporates a fourth prime player on the construction team (other than the owner, architect, and contractor) to act as an independent adviser on construction management matters through the course of both design and construction, use of the CM-Adviser family may be appropriate.	<b>Construction Manager-Adviser (CMA) Family</b> A101/CMA, A201/CMA, A511/CMA, B141 CMA, B801/CMA	The Construction Manager-adviser approach, in theory, enhances the level of expertise applied to managing a project from start to finish. In its purest form this approach preserves the CM's independent judgment, keeping that individual from being influenced by any monetary interest in the actual labor and materials incorporated in the construction work.	Small to large public and private sector projects
When the owner's project employs a construction manager who will go beyond purely giving advice and take on the financial risk of the construction, such as by giving a guaranteed maximum price or signing subcontracts, use of the CM-Constructor family may be appropriate.	<b>Construction Manager-Constructor (CMc) Family</b> A121/CMc, A131/CMc	Under the CM-constructor arrangement, the functions of contractor and construction manager are merged and assigned to one entity who may or may not give a guaranteed maximum price, but who typically assumes control over the construction work by direct contracts with the subcontractors.	Small to large private sector projects
When the owner's project consolidates the design and construction responsibilities into a single contract, it may be appropriate to use the Design-Build family.	<b>Design-Build Family</b> A191, A491, B901	Licensing and ethical matters complicate this apparently simplified delivery mode because the otherwise independent judgment of professionals may be clouded by influences from financial risk-taking found on the "build" side of the design-build process.	Small to large private sector projects

## A SERIES

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

### **A101 Owner-Contractor Agreement Form—Stipulated Sum**

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-Adviser 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 Standard Form of Agreement Between Owner and Contractor for a Small Project**

### **A205 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 Projects documents should NOT be used in tandem with other AIA document families 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**

This 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. A111 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 designates 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 preconstruction 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 new CM-constructor agreement is also intended for use when the owner seeks a constructor 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 CMc. 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—Stipulated Sum—for Furniture, Furnishings, and Equipment**

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 has been determined in advance, either through bidding or negotiation.

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

A177 is an abbreviated document that philosophically 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 even businesspersons, so long as they comply with governing laws; 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 so and may 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 performs 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. Review the model language provided in A511 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 2, 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) has 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. Except for minor works, A271 should not be used for construction involving life safety systems or structural components.

### **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, 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. A305 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 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.

### **A312 Performance Bond and Payment Bond**

This form incorporates two bonds covering the contractor's performance and the contractor's obligations to pay subcontractors and others for material and labor. In addition, A312 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-subcontractor agreement.

## **A491 Design/Builder-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. 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 Bidding Procedures and Contract Awards**

This guide outlines appropriate procedures in the bidding and award 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, because it is a standard document, it 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 is printed with model text and accompanying 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 represented by the CMA document designation), and not in situations where the Construction Manager is also the constructor (CMc document-based relationships).

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.

**Caution:** CMc documents are based on utilization of the A201 document, which in turn should be modified using A511 as a guide.

## **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 for Engineers, American Consulting Engineers Council, and American Society of Civil Engineers. A521 guides the user in the determining the proper placement and phrasing of information customarily used on a construction project.



### **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 conditions.

### **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 Services**

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 multi-part format consisting of an agreement form, Standard Form of Agreement, that contains initial information, terms and conditions, and compensation; and a service form, 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.

### **B141/CMa Standard Form of Agreement Between Owner and Architect, Construction Manager-Adviser Edition**

The B141/CMa is a standard form of agreement between owner and architect for use on building projects where construction management services are to be provided under separate contract with the owner. It is coordinated with AIA Document B801/CMa, an owner-construction manager-adviser agreement where the construction manager is an independent, professional adviser to the owner throughout the course of the project. Both B141/CMa and B801/CMa are based on the premise that a separate construction contractor will also contract with the owner. The owner-contractor agreement is 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.

### **B144/ARCH-CM Standard Form of Amendment for the Agreement Between Owner and Architect Where the Architect Provides Construction Management Services as an Adviser to the Owner**

B144/ARCH-CM is an amendment for use in circumstances where the architect agrees to provide the owner with a package of construction management services to expand upon, blend with, and supplement the architect's design and other construction administrative services described in AIA Document 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 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 the 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 Project documents should NOT be used in tandem with other AIA document families without careful side-by-side comparison of contents.

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 instructions 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 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, which is used for building design, this document includes programming of the interior spaces and requirements as part of the overall package of basic services. 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 in turn 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. 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 Services**

This document, developed with the assistance of the U.S. Department of Housing and Urban Development and other federal housing agencies, is primarily intended for use in multiunit 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 its distant cousin B181, B188 is intended for use in situations where the architect will provide limited architectural services for a development housing project. It anticipates that the owner will have extensive control over the 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 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.

*Caution:* 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, B141 and other AIA owner-architect agreements reference B352 to establish the project representative's duties, responsibilities, and limitations of authority. The project representative is employed and supervised by the architect. B352 is coordinated for use with both B141 and B163, as well as A201.

### **B431 Architect's Qualification Statement**

B431 is a standardized outline of information that a client may wish to review before selecting an architect. It may be used as part of an RFP or as a final check on the architect's credentials. Under some circumstances, B431 may be attached to the owner-architect agreement to show, e.g., the team of professionals and consultants expected to be employed on the project.

### **B511 Guide for Amendments to AIA Owner-Architect Agreements**

The model provisions in this guide may be used to amend most of the AIA's owner-architect agreements. Many of the provisions in B511 require special care in their application. Some provisions, such as a limitation of liability clause, further define or limit the scope of services and responsibilities. Other provisions introduce a different approach to a project, such as fast-track construction. In all cases, these provisions were chosen for this model document because they deal with circumstances that are not typical enough for AIA's standard documents.

### **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 to the ingenuity of the parties. Otherwise, the terms and conditions are similar to those found in B141. B727 is often used for planning, feasibility studies, and other services (such as construction administration) that do not follow the phasing sequence of services set forth in B141 and other AIA documents. If construction administration services are to be provided, care must be taken to coordinate B727 with the appropriate general conditions of the contract for construction.

### **B801/CMa Standard Form of Agreement Between Owner and Construction Manager Where the Construction Manager Is Not a Constructor**

This standard form of agreement is intended for use on projects where construction management services are assumed 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/CMa 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.

**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**

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 even businesspersons, 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 B151 and AIA Document A201, General Conditions of the Contract for Construction.

### **C142 Abbreviated Architect-Consultant Agreement**

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 thus 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.

## **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 and 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 checklist will assist the architect in recognizing required tasks and in locating the 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**

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

### **G602 RFP—Geotechnical Services**

Similar in structure and format to G601, G602 can form the agreement between owner and geotechnical engineer. It 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--thus forming the agreement between owner and geotechnical engineer.

### **G605 Notification of Amendment to the Professional Services Agreement**

This document is intended to be used by an architect when notifying an owner of a proposed amendment to most of the AIA's owner-architect agreements, such as B141 and B151.

### **G606 Amendment to the Professional Services Agreement**

This document is intended to be used by an architect when amending the professional services provisions in most of the AIA's owner-architect agreements, such as B141 and B151.

### **G607 Amendment to the Consultant Services Agreement**

This document is intended to be used by an architect or consultant when amending the professional services provisions in most of the AIA's architect-consultant agreements, such as C141 and C142.

## **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. It 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 major difference between G701/CMa and G701 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 Application and Certificate for Payment**

### **G703 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. (Note: The AIA does not publish a standard schedule of values form.) G703 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**

This document expands responsibility for certification of payment to include both the architect and the construction manager. Similarly, both the architect and the 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**

This 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 (with the list of items to be completed or corrected attached). In G704, the parties agree on 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.

## **G704/CMa Certificate of Substantial Completion, Construction Manager-Adviser Edition**

This document expands responsibility for certification of substantial completion to include both the architect and the construction manager.

## **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 has 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 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 rights 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**

This form is used by the architect to issue additional instructions or interpretations or to order minor changes in the work. It 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. G710 should not be used to change the contract sum or contract time.

## **G711 Architect's Field Report**

The architect's project representative can use this standard form to maintain 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 replaces former AIA Document G713, Construction Change Authorization. G714 was developed as a directive for changes in the work which, if not expeditiously implemented, might delay the project. It is best 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**

The difference between this document and G714 is that this document requires execution by the owner, architect, and construction manager-adviser.

### **G715 Supplemental Attachment for ACORD Certificate of Insurance**

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/CMa Project Application and Project Certificate for Payment, Construction Manager-Adviser Edition**

### **G723/CMa Project Application Summary, Construction Manager-Adviser Edition**

This document is intended for use with AIA Document G723/CMa. These documents are similar in purpose to the combination of G702 and G703, but are for use on construction management projects where the construction manager serves as an adviser to the owner. Each contractor submits separate G702/CMa and G703/CMa 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 a 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 contractors' G702/CMa forms attached) to the architect for review and appropriate action.

### **G805 List of Subcontractors**

AIA Document G805 is a form for listing subcontractors and others proposed to be employed on a project as required by the bidding documents. It is to be filled out by the contractor and returned to the architect.

### ***For More Information***

Further information about the AIA documents may be obtained from the publications listed below and from the AIA's Web site, [www.aia.org](http://www.aia.org).

The AIA Contract Documents Price List lists the current edition of each AIA document. It is available free from AIA distributors or by calling 800-365-2724.

*You and Your Architect* is a free booklet published by the AIA that reviews issues to be considered by an owner preparing to retain an architect.

The Documents Supplement Service is a subscription service through which users of the *Handbook* can receive sample copies of new AIA documents as they are published. Call 800-365-2724 for a subscription.

*The American Institute of Architects Legal Citator*, edited by Steven G. M. Stein, is published by LEXIS (New York).

*Promises, Promises: Forging Healthy Project Relationships* is a series of continuing education manuals, each of which may be used either for seminar presentation or for self-study. AIA members receive Learning Unit hours if they participate in a Promises, Promises workshop sponsored by the AIA Documents Program. Self-study/facilitator manuals and participant s manuals may be obtained from AIA distributors or by calling 800-365-2724.

Jonathan J. Sweet and Justin Sweet, *Sweet on Construction Industry Contracts: Major AIA Documents*, 2 vols., Construction Law Library, 4th ed. (2000), provides comprehensive guidance on preparing, interpreting, and litigating contracts for design and construction services; analyzes AIA document language and other industry contract provisions; tells how to modify AIA contracts without affecting their validity; and reviews more than 600 court decisions involving AIA documents.

Werner Sabo, *Legal Guide to AIA Documents*, 4th ed. (2001), provides information to help you fine-tune your understanding of the provisions in AIA contracts A101, A201, B141, and B151. The book offers paragraph-by-paragraph commentary of these documents and explanations of how courts have interpreted the language. Extensive footnotes and citations to court cases are included.

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