

## A-Series

### A- S E R I E S

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***

Basis of payment is a stipulated sum (fixed price).

Designed for use with AIA Document A201, General Conditions of the Contract for Construction.

The A101 document adopts by reference from A201 making them well integrated as a pair of legal documents most commonly appropriate for the majority of general projects.

Use AIA Document A107 for projects of narrow or limited scope.

#### **A101/CMa**

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

##### ***Construction Manager- Adviser Edition***

Basis of payment is a stipulated sum (fixed price) but with inclusion of a construction manager taking on advisory role for design and construction. For use in collaboration with prepared for use with AIA document A201/CMa.

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 intended for use when the preliminary bidding or negotiation of construction sets the cost.

## **A105 & A205**

### ***Standard Form of Agreement Between Owner and Contractor for a Small Project &***

#### ***General Conditions of the Contract for Construction of a Small Project***

Basis of payment is a stipulated sum (fixed price), and intended for short term projects of moderate size.

These documents are designed for simultaneous use. Sold as a set, and sharing a common instruction sheet

Intended for use with with AIA Document B155, *Standard Form of Agreement Between Owner and Architect for a Small Project*. Enact caution when using with other AIA document families: potential conflicts could arise so be sure to make careful comparison.

A205 creates provision for proper legal responsibilities among the parties, provides common ground and a means of coordination within the Small Projects family. Arbitration and other ADR provisions have been omitted: if necessary, include in A105, Article 6.

## **A107**

### ***Abbreviated Standard Form of Agreement Between Owner and Contractor for Construction Projects of Limited Scope, Stipulated Sum***

Basis of payment is a stipulated sum (fixed price), abbreviated form.

For projects of narrow or limited scope. Construction projects of AIA Contract Document Synopses 5, much simpler than those requiring AIA Documents A101 and A201.

Intended for projects of simple detail and short duration, where owner and contractor have established a prior working relationship.

## **A111**

### ***Standard Form of Agreement Between Owner and Contractor, Cost of the Work Plus A Fee, With a Negotiated Guaranteed Maximum Price***

Basis of payment to the contractor is the cost of the work plus a fee, and intended for projects with a negotiated guaranteed maximum price.

A111 adopts by reference and is intended for use with AIA Document A201 as associated legal documents.

## **A121/CMc**

### ***Owner-Construction Manager Agreement Where the Construction Manager Is Also the Constructor (AGC Document 565)***

Basis of payment involves the construction manager (also adviser to the owner) assuming financial responsibility for construction of the project. The construction manager provides the owner with a guaranteed maximum price proposal that is rejected or negotiated to signing. Owner acceptance of the proposal binds construction manager to provision of labor and materials for the project.

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.

Two phases of construction manager services include pre-construction and construction: some portions may proceed concurrently to fast track. A121/CMc is coordinated for use with A201, and B141; reference B511 Article 5.

Not for use 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)***

Basis of payment involves a control estimate (different from A121/CMc "guaranteed maximum price"), and 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.

Owner seeks a constructor who will take on responsibility for providing the means and methods of construction. CMc holds primary responsibility, but collaboration between owner, architect, and CMc is imperative for project.

The A201 General Conditions apply with slight modifications from A131/CMc agreement.

Not for use with any other AIA or AGC construction management document.

## **A171**

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

Basis of payment is a stipulated sum (fixed price), for this standard form of agreement between owner and contractor for furniture, furnishings, and equipment (FF&E).

Intended for use with AIA Document A271, General Conditions of the Contract for Furniture, Furnishings, and Equipment

Can be used when owner and the contractor set cost determined in advance via bidding or negotiation.

## **A177**

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

Basis of payment is a stipulated sum (fixed price), for this standard form of agreement between owner and contractor for furniture, furnishings, and equipment (FF&E).

A177 is an abbreviated document derived from both A171 and A271 documents.

Intended for instances of prior working relationship between parties, or where the project is relatively simple in detail or short in duration.

Not intended for use on major constructions including safety systems or structural components.

## **A191**

### ***Owner-Design/Builder Agreements***

Basis of payment is a stipulated sum (fixed price) for each of two phases: the owner contracts one entity for design services and one entity for construction services. Entity could include architects, contractors, businesspersons, or any party able to maintain compliance with governing laws.

Two documents intended for use in sequence: preliminary design and budgeting services, and final design and construction.

First contract fulfillment does not guarantee security of the second agreement.

## **A201**

### **General Conditions of the Contract for Construction**

Commonly referred to as the "keystone" document. Expected as an appendage to owner-architect agreements, owner-contractor agreements, and contractor-subcontractor agreements. The General Conditions integral part of contract for construction: establishing rights, responsibilities, and relationships of all the owner, contractor, and architect.

Architect should participate in preparation of contract documents, but is not required as a party to the contract. Specific duties of the architect should be detailed. Supplementary conditions required by individual project related to specific site and project are also detailed. Model language for describing supplementary conditions in A201 found in A511.

### **A201/CMa**

#### ***General Conditions of the Contract for Construction—Construction Manager-Adviser Edition***

Adaptation of A201 construction manager addition to the team of owner, architect, and contractor. Construction manager has the role of an independent adviser to the owner.

#### *AIA Contract Document Synopses 7*

Article 2, Administration of the Contract: Duties architect and the construction manager-adviser.

Requires uncommon use of multiple construction contracts made directly with trade contractors.

Can NOT be used in scenarios where construction manager is also the 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***

For certain federally assisted construction projects. 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***

Contract scope 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.

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.

Should not be used for construction involving life safety systems or structural components, except on minor works.

Jointly developed by the AIA and the American Society of Interior Designers (ASID).

## **A305**

### ***Contractor's Qualification Statement***

Sworn, notarized statement with appropriate attachments to verify contractor's qualifications. In bid preparation, owner checks background, references and financial stability of any contractor being considered.

## **A310**

### ***Bid Bond***

One-page form sets maximum penal amount due to the owner if selected bidder fails to execute the contract and provide any required performance and payment bonds.

## **A312**

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

This form is incorporates two bonds covering the contractor's performance and the contractor's obligations to pay subcontractors and others for material and labor.

Requires contractor's timely response to owner's requests for discussions and concerns to a potential default.

#### **A401**

##### ***Standard Form of Agreement Between Contractor and Subcontractor***

Subcontractor details and specifications, detailing respective obligations for both contractor-and-subcontractor or subcontractor-and-subcontractor relationships.

#### **A491**

##### ***Design/Builder-Contractor Agreements***

Two agreements to be used in sequence: a designer/builder consulting during preliminary design and budgeting, and a construction contractor during the building process. A1911 contract specifies responsibilities of parties to owner.

First contract fulfillment does not guarantee security of the second agreement. Parties may also forgo entering into the first agreement and proceed directly to the second.

#### **A501**

##### ***Recommended Guide for Bidding Procedures and Contract Awards***

Guide to appropriate procedures in the bidding and award of contracts when competitive lump sum bids are requested in connection with building and related construction.

Joint publication of the AIA and the Associated General Contractors of America (AGC).

#### **A511**

##### ***Guide for Supplementary Conditions***

Model language for describing supplementary conditions defined in A201. Supplementary conditions in response to specific site and project variations. Excerpting of the model text is permitted by the AIA under a limited license for reproduction.

A "keystone" in the legal framework of the construction contract because it is a standard document.

Intended for use alongside A201 because it cannot cover all the particulars of a specific project.

## **A511/CMa**

### ***Guide for Supplementary Conditions—Construction Manager-Adviser Edition***

Model language for describing supplementary conditions defined in A201/CMa. Supplementary conditions in response to specific site and project variations. Excerpting of the model text is permitted by the AIA under a limited license for reproduction. (A201/CMa).

Construction manager has the role of an independent adviser to the owner.

Can NOT be used in scenarios where construction manager is also the constructor, gives the owner a guaranteed maximum price, or contracts directly with those who supply labor and materials for the project.

Intended for use alongside A201 because it cannot cover all the particulars of a specific project.

## **A521**

### ***Uniform Location of Subject Matter***

Guides the proper placement and phrasing of information customarily used on a construction project.

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.

## **A571**

### ***Guide for Interiors Supplementary Conditions***

Model language for describing supplementary conditions defined for interior projects. Supplementary conditions in response to specific site and project variations for Furniture, Furnishings, and Equipment.

## **A701**



***Instructions to Bidders***

Soliciting competitive bids for construction of the project.

Instructions for bidders in preparing and submitting their bids and bonding documents.

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***

Soliciting competitive bids for construction of the interior projects.

Instructions for bidders in preparing and submitting their bids and bonding documents for projects dealing with furniture, furnishings, and equipment.

Specific instructions or special requirements, such as the amount and type of bonding, are to be attached to A701 as supplementary conditions.