

Owner/Architect Contract



OWNER/ARCHITECT CONTRACTS

The principal or senior project manager chooses the appropriate contract or accepts the contract proposed by the Owner. These are the contract types used in RMW:

- RMW contracts (available in Rspace)
- AIA documents with RMW modifications (never "out of the box").
- Owner provided contracts - this is very common when we work with public entities and large private companies.

Regardless of the contract type, unless all the variables are the same (same client, same team, same project type, etc.), it is recommended that the contracts be sent for review by our insurance company (Dealey Renton at contracts@dealey-renton.com) for review.

In the case of large contracts, owner provided contracts, and when the type of contract is new to the project manager, it is recommended that the contract are also reviewed by our company lawyer (Mehrdad Farivar, FAIA).

THE OWNER

Typically, the contract for our services requires the Owner to:

- Provide information about the physical characteristics, legal limitations, and utility locations and other information required by the Architect or the Contractor.
- The Owner is responsible for payments to the Contractor, permits, taxes, and other financial responsibilities.
- The Owner is responsible to pay for our services in time, so we can keep on going,
- The Owner is responsible for work provided by the Owner, directly or through contractors under separate contracts with the Owner, before, during, or after the execution of the work under the contract.

Information on this module is partially taken from the CSI Project Resource Manual, Fifth Edition

THE ARCHITECT

Typically, the contract for our services require us to:

- Consult with and advise the Owner and act as the Owner's representative during construction,
- Make visits at intervals to observe the progress of the work and that the design intent is being followed.
- Be the communicator between Owner and Contractor.
- Has the right to reject work.
- Conducts inspections to determine the date of Substantial Completion and verify Final Completion. **These are the only two INSPECTIONS we make.**
- We are **not responsible** for the following:
 - Continuous inspections.
 - Ways and Means (be very careful with this one).
 - Project site safety.
 - Contractor's failure to perform.
 - Not authorized to stop work by the Contractor (reject yes, stop no).
 - Coordinating the work among subcontractors.
 - When possible, avoid any involvement with hazardous materials.

Sometimes, we are required to provide other services, like observing tests, or reviewing record documents periodically, but these services have to be approved by the principal in charge.

NOMENCLATURE

Think of the contract documents as a closed universe where only the Architect, the Owner, and the Contractor exist. Do not give instructions to anyone else.

- THE Owner is the "**OWNER**" throughout our design documentation. Avoid using terms like "client" or the Owner's name.
- The Owner, as well as the Architect and the Contractor are "**IT**" because in our documentation they are entities, not persons, so do not use "he" or "she".
- **Do not** assign responsibilities or rights to the Owner, the Architect, or the Contractor unless you are sure this is OK.
- Typically, documentation of **existing conditions** is the responsibility of the Owner and we are entitled to rely on it when preparing our design. However, we should ask the Contractor to verify when appropriate.