



# AIA<sup>®</sup> Document G612<sup>™</sup> – 2017

## *Owner's Instructions to the Architect, Part A: Construction Contract*

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**PROJECT:**

Project Title:

Project number:

Date:

OWNER: *(name and address)***CONTRACT INFORMATION:**

Contract For:

ARCHITECT: *(name and address)*CONTRACTOR: *(name and address)*

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**NOTE TO OWNER:** In consultation with your attorney and other appropriate advisors, complete this form, which will provide your instructions regarding requirements for Contract Documents for this Project. Please return the completed form to your Architect. After reviewing your instructions, the Architect will proceed with the preparation of construction-related documents. Respond carefully to every question.

1. What is the Project title to be used in the Contract Documents?
2. What is the legal name and address of the Owner as you wish it to be stated in the Contract Documents?

3. How will the Owner be designated?

- ☐ Corporation  
☐ Partnership  
☐ Individual  
☐ Other *(Specify):*

If a corporation, what is the state of incorporation?

Is it qualified to do business at the Project location? ☐ Yes ☐ No

Is the Owner, identified in the Contract Documents, the owner of the Project site? ☐ Yes ☐ No

4. What is the name and title of the Owner's Representative?

Supplementary Conditions of the Contract and General Requirements ☐ may or ☐ may not be discussed and reviewed directly with Owner's attorney,

whose address is

Telephone (      )

Fax (      )

Email

Supplementary Conditions of the Contract and General Requirements ☐ may or ☐ may not be discussed and reviewed directly with Owner's insurance advisor,

whose address is

Telephone (      )

Fax (      )  
Email

During the construction of the Project, will the Owner's employees be responsible for on-site field representation? ☐ Yes ☐ No

5. What is the legal description of the Project site, including the legal name and address of the property owner if different from the Owner identified above?

How will the Owner provide a site survey to the Contractor? ☐ Directly from Owner ☐ Directly from the surveyor

If from the surveyor, list surveyor's name, address, and date of survey.

How will the Owner provide a subsurface investigation report? ☐ Directly from Owner ☐ Directly from the geotechnical engineer

If from the geotechnical engineer, list the geotechnical engineer's name, address, date of report and report number.

Are special surveys required? ☐ Yes ☐ No

If so, describe.

Will the Contractor be required to make a video recorded survey of existing conditions prior to starting selective demolition or construction? ☐ Yes ☐ No

If so, specify which areas of the building or areas surrounding the site require a survey.

6. How will the Project be contracted?

- ☐ Single contract, stipulated sum
- ☐ Single contract, Cost of the Work plus a fee
- ☐ Single contract, Cost of the Work plus a fee with a Guaranteed Maximum Price
- ☐ Multiple contracts, stipulated sum
- ☐ Multiple contracts, Cost of the Work plus a fee
- ☐ Multiple contracts, Cost of the Work plus a fee with a Guaranteed Maximum Price
- ☐ Portions of construction by Owner's own forces

Describe phasing of construction or fast-track project delivery requirements, if any.

*(Note: A contract may be phased without being fast-tracked. Please describe any specific criteria for project delivery requirements and attach any available information.)*

7. When contracting for the Project, what will be the form(s) of agreement between Owner and Contractor(s)?

*(Note: The Owner-Contractor Agreement should correspond to the form of contract selected in Item 6.)*

8. What will be the form of the general conditions of the contract for construction?

- ☐ AIA Document A201–2017, General Conditions of the Contract for Construction
- ☐ AIA Document

Do the administrative responsibilities of the Architect during construction, as defined in the Owner-Architect agreement, differ from those specified in the form of general conditions of the contract for construction being used? ☐ Yes ☐ No

If so, how do you wish to describe the Architect's different responsibilities to the Contractor?

9. The Owner shall provide the Architect with insurance and bonds requirements for the Project for inclusion in the contracts for construction. The Owner is responsible for providing the Architect with completed insurance and bonds portions of the Owner-Contractor agreement to satisfy the requirements of this section. The Owner is encouraged to consult with its legal counsel and insurance professional(s) to establish the insurance and bonds requirements for the Project.
10. Are any portions of the bidding requirements to be included in the Contract Documents (advertisement or invitation to bid, instructions to bidders, sample forms, the Contractor's bid or portions of Addenda relating to bidding requirements)? ☐ Yes ☐ No  
If so, specify which portions.

How many copies of Drawings and Project Manuals will be furnished to the Contractor at the Owner's cost?

11. In addition to the general contract for construction, will there be any separate construction contracts?  
☐ Yes ☐ No  
(Note: The Owner has a right under AIA General Conditions A201–2017 to perform construction and to award separate contracts.)  
If so, summarize scope of such separate contracts.

Are there works of separate contracts to be performed concurrently for the Owner on the Project?  
☐ Yes ☐ No

If multiple, separate, contracts as described above are to be used, how will the Owner coordinate the activities of the Contractors?

- ☐ Through the Owner's own forces  
☐ Through another service contract

If so, who is providing the service and what is the scope?

If other service contracts exist, please attach a copy of the construction phase duties.

Are there any items to be furnished or installed by the Owner's own forces? ☐ Yes ☐ No  
If so, describe.

Do any of these Owner-furnished items require coordination (such as special scheduling, sequencing or inclusion on the Drawings or Specifications) of Work? ☐ Yes ☐ No  
If so, describe.

12. What day of the month will the Architect receive the Application for Payment?  
(Note: According to the AIA General Conditions A201–2017, within seven days of receipt the Architect will issue or withhold certificate for payment to the Owner.)  
☐ No later than the \_\_\_\_\_ day of the \_\_\_\_\_ month.

Unless otherwise provided, will the form of Application and Certificate for Payment be AIA Document G702 and AIA Document G703 (the Continuation Sheet for G702)? ☐ Yes ☐ No  
If no, please attach sample document.

Should Applications for Payment be accompanied by the Contractor's partial waiver of liens for Work?  
☐ Yes ☐ No

Is a preliminary copy of the Application for Payment required for review by the Owner and Architect prior to submittal of each application? ☐ Yes ☐ No

13. When will the Contractor's applications for payment be paid?

☐ By the \_\_\_\_\_ day of each month  
Other (*Specify*) \_\_\_\_\_

14. Retainage:

(a) What percentage of each progress payment to the Contractor will be retained?

☐ 0.00% of each payment.

☐ 0.00% of each payment until the Work is 50% complete, after which remaining partial payments shall be paid in full without reduction of previous retainage.

☐ 0.00% of each payment (calculated separately for each Work category) until the Work is 50% complete, after which remaining partial payments shall be paid in full without reduction of previous retainage.

☐ Other (*Specify*) \_\_\_\_\_

(b) Will retained amounts be paid into an escrow account in a financial institution chosen by the Contractor and approved by the Owner, the interest earnings from which accrue to the benefit of the Contractor?

☐ Yes ☐ No

(c) On a cost-plus-fee contract, will retainage be held on the Contractor's fee?

☐ Yes ☐ No

If so, indicate percentage: 0.00%

Will retainage on the Contractor's fee be released upon Substantial Completion? ☐ Yes ☐ No

If no, specify circumstances.

Will there be any early releases of retainage to some subcontractors? ☐ Yes ☐ No

If so, specify which subcontractors.

(d) Will retainage information be published in the Supplementary Conditions? ☐ Yes ☐ No

(*Note: The primary location of retainage information is in the Agreement. Reference may be made in the Supplementary Conditions if subcontractors or other are to be made aware of these requirements.*)

15. Are liquidated damages required? ☐ Yes ☐ No

If required, liquidated damages shall be assessed in the amount of \$0.00 per day for each calendar day necessary to achieve Substantial Completion beyond the date set forth in the AIA Owner-Contractor Agreement.

(*NOTE: When liquidated damages are stipulated, it is important that Subcontractors be made aware of this provision of the Contract. Therefore, in addition to inclusion in the AIA Owner-Contractor Agreement, it is recommended that language be included in the Instructions to Bidders and Supplementary Conditions.*)

16. Do you know about, or have you been informed of, any hazardous materials or pollutants at the existing site or in the building? ☐ Yes ☐ No

If so, specify.

How will these conditions be abated or mitigated?

Will this be done prior to start of demolition or construction? ☐ Yes ☐ No

Will such abatement be done under separate contracts with the Owner? ☐ Yes ☐ No

(*Note: If the Owner or Contractor is abating hazardous materials or pollutants concurrently with other construction activities, disclosure in the Supplementary Conditions and instructions to Bidders is advisable.*)

17. Do you have a Sustainable Objective for the Project?

☐ Yes ☐ No

If so, specify.

18. Miscellaneous Provisions

Will any of the following conditions require addition or modification to the Contract Documents?

☐ Yes ☐ No

If so, please attach any available information describing each condition checked.

- ☐ Equal opportunity requirements
- ☐ Tax exemptions
- ☐ Extensions of time criteria
- ☐ Submission of payment applications to additional parties
- ☐ Monthly affidavits or release of liens
- ☐ Lender requirements
- ☐ Cost savings provisions
- ☐ Reuse of salvaged materials permitted or required
- ☐ Substitution and product change procedures
- ☐ Special time periods during which the Contractor cannot perform construction
- ☐ Progress schedule format to which the Contractor must conform
- ☐ Wage or labor standards to which the Contractor must conform
- ☐ Utility fee or easement criteria
- ☐ Environmental impact fee criteria
- ☐ Land use criteria
- ☐ Building permit criteria
- ☐ Tenant allowances
- ☐ Inspection, sampling and testing allowances
- ☐ Owner's contingency allowances
- ☐ Portions of buildings and site to remain occupied and used during renovation
- ☐ Coordination drawings
- ☐ Tax requirements for historic structures
- ☐ Construction photographs
- ☐ Project record document criteria
- ☐ Sustainability Certification Requirements
- ☐ Use of Building Information Modeling

\_\_\_\_\_  
Owner's Representative

\_\_\_\_\_  
By

\_\_\_\_\_  
Date