



# Bulletproof Contract Administration: Managing Risk during Construction

By Jim Atkins, FAIA; September 3, 2015

Claims against architects for negligence in professional services are a reality that is generally unavoidable. The AIA's insurance partner Victor O. Schinnerer reports that architects experience around 15 claims for every 100 projects, and as a result the more projects one undertakes, the more likely a claim will be realized. Since the great majority of claims against design professionals originate during the construction phase, improving one's effectiveness in Construction Contract Administration, CCA is a recommended endeavor.

Architects may respond, "But I observe the work, check all the shop drawings and answer all the RFI's, so what else should I do?" For a more effective defense the answer lays not just in providing appropriate construction contract administration (CCA) services, but documenting those services and covering all the bases. Timely responses, appropriate record keeping and managing owner expectations are an integral part of covering one's assets with good CCA, and when administered routinely, uniformly and efficiently, this risk prone phase of services can serve as a proactive claims defense.

The reality is as architects we concentrate on creating a design and graphically expressing the concept of that design in the contract documents. Maintaining records and crossing t's in paperwork is laborious and difficult to maintain as a priority. This paper will approach CCA from a baseline perspective with the goal of addressing the elements necessary for effective documentation. Please bear in mind that project conditions and needs vary, and this information should not be taken as a prescriptive on any specific project.

The following topics will be addressed:

***The Services Agreement*** - The primary guide for services is what is agreed upon between you and the owner. Your agreement may not encompass the complete project or all of the traditional services. This is the baseline.

***Statutes and Standards*** - Above all, the architect must meet the standard of care, and the SOC may be affected by how the project is contracted. Also, there may be statutory requirements for the particular state or territory of jurisdiction.

***CCA Services Activities*** - CCA services will be addressed that are traditionally included in the architect's construction phase services.

Each section will conclude with a Discussion Summary listing of bullets to consider on each project. At the end of the paper all of the listings are included together for a downloadable checklist to consider for each of your projects. It is recommended that you review this checklist before the project begins to help in developing your work plan and make appropriate preparations.

## **THE SERVICES AGREEMENT**

The primary rule for professional services is to work under an appropriate written contract. Many projects are begun with studies and evaluations that are documented with a letter agreement. These projects often evolve into full services, yet a written agreement more suitable for construction is not always executed. A variety of AIA owner-architect agreements<sup>1</sup> have been published expressly for construction phase activities which include safeguards that address the issues and conditions critical to the architect's risk.

It is also advisable to include CCA services in any agreement where an architect's seal is included for "Architect of Record" (AOR) services. Many states require a registered architect provide CCA services during construction, and including these services provides an opportunity to discover and resolve document issues and discrepancies more efficiently. The National Council of Architectural Registration Boards (NCARB) has published model law which requires a registered architect's involvement during construction, and at least 20 states have adopted this requirement in some form.

Do not agree to services that cannot be reasonably provided. For example, it may not be reasonable to provide payment application reviews and certifications if site visits are excluded or significantly limited. Another example is insufficient time for review of proposed substitutions. Architects tend to maintain a time-proven library of specifications, using and developing them over many years. A request to review an unknown product or system with little or no performance history overnight or within a short time period may not allow sufficient time to determine conformance.

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<sup>1</sup> [www.aia.org](http://www.aia.org), Contract Documents, Products

It is important to work solely within the contracted services in the agreement. When claims arise, the performance of design professionals is evaluated based on performance of the contracted services. Do not provide services that are not required in the owner-architect agreement. Moreover, if the owner waives services in the agreement, it is important to document the services and date they were waived.

**Services Agreement Discussion Summary:**

- ✓ Do not provide services without a written agreement
- ✓ Do not agree to services that are not reasonable
- ✓ Use AIA documents
- ✓ Provide CCA services during construction (state statutes may require)
- ✓ Provide all services in the contract
- ✓ Document owner-waived services in writing

**STATUTES AND STANDARDS**

**NCARB Model Law** - As previously stated, the NCARB has published Model Law, Section 10A requiring minimum CCA services which states,

*(i) visiting the construction site on a regular basis as is necessary to determine that the work is proceeding generally in accordance with the technical submissions submitted to the building official at the time the building permit was issued.<sup>2</sup>*

Many state boards have adopted the NCARB Model Law or portions thereof, and the architect should be familiar and comply with the specific requirements of the applicable state board rules and regulations.

The NCARB Model Law also includes the requirement of,

*(iii) notifying an Owner and the Building Official of any code violations; changes which affect code compliance; the use of any materials, assemblies, components, or equipment prohibited by a code, major or substantial changes between such technical submissions and the work in progress; or any deviations from the technical submissions which he/she identifies as constituting a hazard to the public, which he/she observes in the course of performing his/her duties.<sup>3</sup>*

Should this portion of the Model Law be adopted by the governing state board, this additional notice will be required.

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<sup>2</sup> NCARB Legislative Guidelines and Model Law - Model Regulations, 2014-2015

<sup>3</sup> Ibid

***The Standard of Care*** - The established benchmark of practice for design professionals is the standard of care, the measure by which liability is determined in claims and lawsuits. Although it has existed since the 1800s in the United States, it was not addressed in the AIA documents until it was included with the 2007 documents revisions.

*The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.*<sup>4</sup>

Accordingly, the architect's standard of care is generally based on the performance of other architects acting in a reasonable manner under the same conditions and circumstances. Therefore, for an architect to provide its services consistent with the standard of care, it must be aware of how services are provided in the industry under the same or similar conditions. This comes from education, apprenticeship and continuing education.

Conformance to the standard of care must be foremost in the execution of the design professional's duties and services. For more information on the standard of care the AIA Trust has provided a white paper on the SOC as it is affected by evolving and innovative products, processes and performance standards.<sup>5</sup>

#### **Statutes and Standards Discussion Summary:**

- ✓ Research adopted state jurisdiction statutes
- ✓ Determine if the state has adopted minimum CCA requirements
- ✓ Be aware of codes and standards affecting the project
- ✓ Conform to the standard of care

#### **CCA SERVICES ACTIVITIES**

This paper addresses the seven areas of CCA services that are typically required on a project during construction. The requirements for a particular project are determined by the services agreement, state licensing statutes and the standard of care for a project in the same or similar locality under the same or similar circumstances. The areas discussed below may or may not be required on a particular project, and services and activities in addition to those addressed below may be required.

***Site Visits*** - Site visits are typically necessary for determining conformance of the completed work to the requirements of the contract documents, and the AIA General Conditions require,

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<sup>4</sup> AIA Document B101-2007, Article 2.2

<sup>5</sup> AIA Trust White Paper: A Sustainable Standard of Care?, David A. Ericksen, Esq. 2010

*The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner.*<sup>6</sup>

Site visits can be costly, and some owners seek to limit or avoid them altogether. A frank discussion should be held with the owner to discuss an appropriate number of visits, and should the owner refuse to allow the number of visits the architect feels is necessary, the owner should be advised that critical activities such as the determination of work conformance and the determination of substantial and final completion may not be achievable unless site visits are allowed.

This is also a good time to discuss the limitations on the architect as described in the AIA documents, which include,

*...generally familiar with the progress and quality of the portion of the Work completed...*<sup>7</sup>

The absence of,

*...exhaustive or continuous on-site inspections to check the quality or quantity of the Work...*<sup>8</sup>

The contractor's sole responsibility for,

*...construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work...*<sup>9</sup>

And, the limitations of observations versus inspections.

The number and frequency of site visits agreed upon should be conducted in accordance with the requirements of the services contract. If the number and frequency of visits are prescribed in the services agreement, such as one time per week, consideration should be made for an alternate construction contract administrator to substitute in the event of illness or other absences by the assigned administrator.

#### **Site Visits Discussion Summary:**

- ✓ Check state regulatory requirements for required site visits
- ✓ Provide site visits as required in the services agreement
- ✓ Discuss with owner the need for appropriate site observations for determining work

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<sup>6</sup> AIA Document A201, General Conditions of the Contract for Construction, § 4.2.2

<sup>7</sup> AIA Document A201, General Conditions of the Contract for Construction, § 4.2.2

<sup>8</sup> Ibid

<sup>9</sup> Ibid

- conformance and project completion
- ✓ Discuss with owner the difference between “observations” and “inspections”
- ✓ Provide a Site Observation Report with each site visit

**Submittal Review** - Shop drawings, product data, and samples are an integral part of the contractor’s work plan,<sup>10</sup> and their purpose is,

*...to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents...*<sup>11</sup>

Submittals are required to be submitted before the work is constructed, and,

*The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.*<sup>12</sup>

The NCARB Model Law minimum required CCA services include,

*(ii) processing shop drawings, samples, and other submittals required of the contractor by the terms of construction contract documents.*<sup>13</sup>

Submittal requirements should be discussed in the Preconstruction Conference, including the requirement for submission of a Submittal Schedule.<sup>14</sup> This schedule should be coordinated with the Construction Schedule, and the schedules should include lead times required for review, fabrication and shipping.

**Submittal Review Discussion Summary:**

- ✓ Check state regulatory requirements for required submittal review
- ✓ Enforce submission of a submittal schedule from the contractor
- ✓ Discuss submittals in the Preconstruction Conference
- ✓ Review only specified submittals
- ✓ Log and track submittals independently from the contractor

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<sup>10</sup> The Architect’s Handbook of Professional Practice, Appendix A, Page 1123

<sup>11</sup> AIA Document A201, General Conditions of the Contract for Construction, § 3.12.4

<sup>12</sup> Ibid, § 3.12.7

<sup>13</sup> NCARB Legislative Guidelines and Model Law - Model Regulations, 2014-2015

<sup>14</sup> AIA Document A201, General Conditions of the Contract for Construction, § 3.10.2

**RFI Processing** - The communications required for construction have not significantly changed in the past century. Contractors have always had questions and required clarifications of the design intent expressed in the contract documents. By the early 1970s the Request for Information came into use. Its use arose from the contractors' desire to document the timing and responsiveness of architects' responses. It is typically tracked in detail with web based document management systems, and the architect's response status is typically reported to the owner in project meetings. In some cases, the process has been manipulated to show an excessive amount of required RFIs, such as 16 identical RFIs for a reoccurring condition on each floor of a multi-story building, and this exaggerated and inaccurate data is used in contractor claims against the architect. However, it is important to note that the RFI process is used fairly and with integrity on most projects with beneficial results.

The AIA published AIA Document G714, *Request for Information* in 2004. Since information is required by the owner, architect and contractor during the construction process, the AIA document G714,

*...is intended to provide a standard form for an owner, architect, contractor or other party to request information from each other during construction.*<sup>15</sup>

Since much of the information exchanged during the construction phase is time driven, it is reasonable to have a usable tracking document for the needs of all parties.

The architect's requirements for contractor requests for information about the contract documents are addressed in the General Conditions, and the architect should respond to contractor RFIs,

*...in writing within any time limits agreed upon or otherwise with reasonable promptness.*<sup>16</sup>

Failure by the architect to efficiently manage the contractor's requests for information can result in contractor claims of negligence against the architect.

#### **Request for Information Discussion Summary:**

- ✓ Use AIA form G714, Request for Information
- ✓ Discuss RFIs in the Preconstruction Conference
- ✓ Send RFIs to the owner and contractor for contract required information that is not provided
- ✓ Log and track RFIs independently from the contractor

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<sup>15</sup> AIA Document G714-2004, Request for Information, GENERAL INFORMATION

<sup>16</sup> AIA Document A201, General Conditions of the Contract for Construction, § 4.2.14

***Change Processing*** - The General Conditions state,

*The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work.*<sup>17</sup>

The architect also signs change orders and construction change directives, both of which modify the scope of the project.

The purpose of the architect's signature on these documents is to enable the architect to remain aware of the contracted project scope, an act that is necessary in order for the architect to determine conformance of the work to the contract documents. Accordingly, it is necessary that the architect be a participant in the change process in order to fulfill its duties in its contract.

Should an owner attempt to omit the architect's participation in the change process, the architect should advise the owner that such an action could prevent the reporting of work status, including work conformance to the contract documents and determination of substantial and final completion. This notice should be given to the owner in writing.

Since the pricing for changed work already under contract is in most cases not competitively bid, disputes can arise alleging the changed work was excessively priced. Since the architect's signature is required to be on the change order, owners may claim the architect negligently approved the allegedly overpriced work.

To avoid confusion regarding the architect's signature on the change order and to help the owner and others understand the purpose of its inclusion, a qualification can be added to the change order to explain the purpose of the signature. One such qualification is listed below as a guideline, but the architect should consult with legal counsel for assistance in determining the desired wording since project conditions vary.

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<sup>17</sup> Ibid, § 4.2.8

*NOTE: The architect's signature and approval of this change order is for the limited purpose of acknowledging that the project scope is changed as described, and the information contained herein will be used by the architect and its consultants when determining work conformance to the contract documents. The architect's signature does not represent approval of the cost of the change.*

Architects are not construction cost experts as contractors are, and the contract documents typically do not require the architect to provide accounting or cost-of-the-work assessments. If the owner is seeking approval of the change order pricing, it should retain a job cost consultant for that purpose.

Change orders are typically tracked on the Application and Certificate for Payment in the CHANGE ORDER SUMMARY, and complications can arise if change order pricing is not timely provided by the contractor. Untimely or negligent change order management by the contractor presents an opportunity for the use of a Request for Information submitted by the owner or the architect.

**Change Processing Discussion Summary:**

- ✓ Prepare and sign all change documents
- ✓ Log and track changes independently from contractor
- ✓ Do not certify payment for changes until the change documents are fully executed
- ✓ Qualify your change order signature as, “Not for Cost Approval”
- ✓ Send an RFI to the contractor if change order pricing is not timely

***Payments to the Contractor***

*Certification of Payment* - Architects have been certifying payments to contractors since the AIA documents were created in the early 20th century, and a certificate of payment was published by the AIA for this purpose. This discussion of payment certifications will address the use of the AIA certificate for payment form and its content.

In order to determine how certifications should be administered by architects, one must first understand what is represented when one certifies. *Certify* is defined as,

*...to authenticate or verify in writing.*<sup>18</sup>

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<sup>18</sup> Black's Law Dictionary, 8th Edition, Page 241

Since the architect is not an accountant and does not perform an audit on the moneys spent by the contractor, the architect's Certificate for Payment can be qualified to avoid the representation that it is being authenticated or verified.

The form itself has exculpatory language such as,

*...to the best of the Architect's knowledge, information and belief,*<sup>19</sup>

And that knowledge is,

*...based on...the data comprising this application.*<sup>20</sup>

The *data comprising this application* includes the contractor's certification,

*Work covered by this Application for Payment has been completed in accordance with the Contract Documents.*<sup>21</sup>

Since the contractor is solely responsible for the work, it is the ultimate authority on work completion, and therefore the architect is entitled to rely on its representations, especially under a notarized certification. Since architect certifications for payment are often alleged in claims to be an independent verification, emphasis on the architect's sole reliance on the contractor's certification can assist in defending such allegations.

This can be supported by adding a notation on the Certificate or on the letter of transmittal when the certification for payment is sent to the owner. A suggested notation is listed below as a guideline, but the architect should consult with legal counsel for assistance since project conditions vary.

*NOTE: The architect's certification for payment is based on the contractor's warranted representations included in the Application for Payment. The architect did not audit or confirm the contractor's application, and it makes no representations as to the accuracy of the cost value or totals.*

*Consultants Contracted Directly With the Owner* - When the owner contracts directly with the architect's traditional consultants, the level of risk changes.

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<sup>19</sup> AIA Document G702-1992, Application and Certification for Payment

<sup>20</sup> Ibid

<sup>21</sup> Ibid

It is important that the architect only certifies payment for work that is required under its services contract. For example, if the owner contracts with the structural and MEP engineer directly, their scope of work is not in the architect's services agreement, and the architect has no obligation or duty to determine if payment for their portion of the work is due. Moreover, such an action could cause the architect to assume unnecessary additional risk. This is addressed in more detail in the article, *Double Edged Sword, The Owner's Separate Consultants*.<sup>22</sup>

If this condition exists on a project, resolution will require separate applications for payment for each discipline, separate accounting for each discipline within the application, or at minimum a qualification by the architect indicating that the architect's certification for payment is only for the work required under its services agreement. Since the preparation of the contractor's application is more complex under these circumstances, it is appropriate to address this issue in the preconstruction conference, if not earlier.

The following qualification can be used as a guideline for developing the desired wording. The architect should consult with legal counsel for assistance since project conditions vary.

*NOTE: The architect's certification for payment is provided exclusively for the work scope required by the Owner-Architect Agreement dated \_\_\_\_\_, including any subsequently approved modifications.*

#### **Payment Certifications Discussion Summary:**

- ✓ Use AIA document G702, Application and Certificate for Payment
- ✓ Use AIA document G703, Continuation Sheet
- ✓ Require notarized contractor signatures on the application
- ✓ Do not certify payment for owner's separate consultants or separate contractors
- ✓ Use an enclosure letter or letter of transmittal when sending certification to owner
- ✓ Consider qualifying architect's certification language in the enclosure letter or on the certificate itself
- ✓ Address any special administrative requirements in the preconstruction conference

#### ***Substantial and Final Completion***

*Certificate(s) of Substantial Completion* - Certifications for substantial and final completion were addressed in *The Handbook of Architectural Practice* in the early 20th century with no form or prescribed format published. AIA Document G704, *Certificate of Substantial Completion*, was first published in 1963 to standardize certification language. All references by the AIA to certification of

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<sup>22</sup> Managing Project Risk: Best Practices for Architects and Related Design Professionals, Wiley 2008, Page 49

final completion were dropped by 1963, and today architects certify only contractor payments and substantial completion.

**NOTE: DESIGN PROFESSIONALS DO NOT CERTIFY FINAL COMPLETION OR ACKNOWLEDGE FINAL COMPLETION IN WRITING.** The contractor is solely responsible for the work, and the architect is not required to *authenticate or verify in writing* that the contractor has fulfilled its contracted responsibility.

*AIA Document G707-2000, Certificate of Substantial Completion* - Similar issues regarding the use of the AIA document are relevant for the architect's certification of substantial completion. Although this form also contains the following exculpatory language,

*...to the Architect's best knowledge, information and belief...*<sup>23</sup>

Some additional steps are recommended when issuing.

The form indicates that the *date of issuance* and the *date of substantial completion* are the same. Accordingly, one must be mindful that the actual date of issuance will likely never be the same date the project is substantially complete due to the sequence of the administrative process. Also, the form indicates,

*A list of items to be completed or corrected is attached hereto.*<sup>24</sup>

The preparation and issuance of the punch list(s) often does not occur in sequence with the issuance of the certificate, therefore the certificate should indicate *punch list provided under separate cover* if it is not physically attached. The punch lists provided under separate cover should reference the date of the certificate and the designated portion of the project to which it pertains.

It is also important to clearly indicate the portion of the project that is being addressed by the certificate. It may be helpful to define each portion of the project in advance to prevent overlap or omissions. The last certificate that is issued should include the notification; *this certificate applies to all remaining areas of the project*. This will avoid the inadvertent omission of a portion of the project in the event an area is overlooked or disputed.

*Owner Accepted Nonconforming Work* - Another housekeeping item that deserves attention is the list of owner accepted nonconforming work.<sup>25</sup> Such work typically exists on projects, and unless it

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<sup>23</sup> AIA Document G704-2000, Certificate of Substantial Completion

<sup>24</sup> Ibid

<sup>25</sup> AIA Document A201, General Conditions of the Contract for Construction, § 12.3

is documented within the certification, it may later be alleged that the architect certified nonconforming work as being substantially complete and in conformance with the contract documents.

A list of known owner-accepted nonconforming work should be maintained by the architect throughout construction. The architect can request the contractor's confirmation of the list at the end of construction since the contractor is warranting the work to be in conformance, and it should know all owner accepted deviations.

*Consultants Contracted Directly With the Owner* - This is the same issue that was addressed in certifying payment. It is important that the architect only certifies substantial completion for work that is required under its services contract. If the owner contracts with the structural and MEP engineer directly, their scope of the work is not in the architect's services agreement, and the architect has no obligation or duty to determine if the work is substantially complete. Moreover, when an engineer contracts directly with an owner, it becomes the *Engineer of Record* for its portion of the work, and accordingly it should issue a separate certificate of substantial completion independently for its record services.

When the architect issues a certificate of substantial completion for work contracted to others, the architect can take on unnecessary and inappropriate risks. Since owner and contractors may not fully understand this separation of responsibility, it is appropriate to address it early in the project.

#### **Substantial and Final Completion Discussion Summary:**

- ✓ Use AIA document G704, Certificate of Substantial Completion
- ✓ Check to be sure the date of substantial completion is clearly indicated
- ✓ Note if the punch list is attached or under separate cover
- ✓ Check to be sure the designated portion of the project is clearly indicated
- ✓ Include the note, "all remaining areas of the project," on the last certificate issued
- ✓ List all known owner accepted nonconforming work
- ✓ Only certify work required under the issuing party's services agreement
- ✓ DO NOT ISSUE A CERTIFICATE OF FINAL COMPLETION OR ACKNOWLEDGE FINAL COMPLETION IN WRITING

#### ***Project Meetings***

Projects cannot be constructed by one person; therefore project meetings are necessary to facilitate project communications. The types and number of meetings play a significant role in the exchange

of information necessary to complete the construction process. A contractor's effective Work Plan will likely include the following meetings:

- Preconstruction Conference
- Project OAC Meetings
- Preinstallation Conferences
- Mock-up Review Meetings
- Change Review Meetings
- Special Testing Meetings
- Project Closeout Meeting
- Punch List Planning Meeting
- System Commissioning Meetings

Most of these meetings should be included in the Construction Schedule or in the Contractor's Work Plan. The architect should be invited to these meetings. There are other contractor driven meetings such as Safety Meetings and Subcontractor Coordination Meetings that will involve the contractor's personnel only. It is proper to inquire as to the contractor's planning for these meetings since the architect may be in attendance where appropriate. The architect may choose to conduct the Preconstruction Conference.

Owners sometimes resist the preparation of mock-ups due to the additional cost. In this case, *In-Place Mock-ups* can be scheduled where the initial installation of a product or system can be reviewed as construction is begun. The architect should insist on detailed minutes of all such meetings held by the contractor, especially meetings where the architect is not in attendance.

**Project Meetings Discussion Summary:**

- ✓ The Preconstruction Conference is the primary construction phase planning meeting
- ✓ The Contractor's Work Plan should include contractor managed meetings
- ✓ Mock-up Review Meetings should be included in the Project Construction Schedule
- ✓ All meetings should be reported in writing
- ✓ Attendees should take notes in all meetings
- ✓ Inaccurate published meeting minutes should be rebutted in writing before the next meeting

## CONCLUSION

When a claim is made, professional services are usually called into question. 1) Did the services meet the standard of care? 2) Were the services in accordance with state regulatory statutes? 3) Were all contracted services performed? Although a design professional's services may comply with the questions above, if they are not properly documented they may be verifiable under the scrutiny of a claim.

This paper has addressed the architect's professional services that are often provided on projects, and observations have been put forth as to how these services can be provided and documented effectively. Many of the facets of the documentation may appear to be labor intensive, but if provided consistently and routinely on all projects, the time and effort required is not excessive. Many firms develop a Construction Services Manual to use as a consistent guide for services delivery.

While the digital aspects associated with IPD and the "paperless" project may help expedite and make documentation more flexible and portable, the documentation itself will always be a necessary defense element. Therefore, records of key discussions, instructions, approvals and required documents should be maintained although IPD and a "paperless" project delivery may make it more inconvenient to keep records. Claims against design professionals can be more effectively defended with adequate documentation. Don't let new delivery processes rob you of necessary documents.

The practitioner is best served to approach construction phase documentation with the same effort and intensity as he or she does documents preparation. A structured process with established project procedures can typically be applied by the architect to all projects with no appreciable increase in required time and effort. Consider these suggestions to develop your CCA protocols as you strive for bulletproof contract administration.

Meanwhile, keep your digital device batteries charged, conform to the standard of care, and while you're at it, be careful out there.

For More Information:

*The Architect's Handbook of Professional Practice* (Wiley, 2013) by The American Institute of Architects, Articles 10.1, 10.9, 10.10, 12.4, 16.1

*AIA Emerging Professional's Companion* (Construction Phase - Office, and Construction Phase - Observation): [www.epcompanion.org](http://www.epcompanion.org)

*Managing Project Risk: Best Practices for Architects and Related Professionals* (Wiley 2008) by James B. Atkins and Grant A. Simpson



## Suggested CCA Services Summary & Checklist

### Services Agreement:

- Do not provide services without a written agreement
- Do not agree to services that are not reasonable
- Use AIA documents
- Provide CCA services during construction (state statutes may require)
- Provide all services required in the contract
- Document owner-waived services in writing

### Statutes and Standards:

- Read and conform to adopted state jurisdiction statutes
- Determine if the state has adopted minimum CCA requirements
- Be aware of codes and standards affecting the project
- Conform to the standard of care

### Site Visits:

- Check state regulatory requirements for site visits
- Provide site visits as required in the services agreement
- Discuss with owner the need for appropriate site observations for determining conformance and completion
- Discuss with owner the difference between “observations” and “inspections”
- Provide a Site Observation Report with each site visit

### Submittal Review:

- Check state regulatory requirements for submittal review
- Require a submittal schedule from the contractor
- Discuss submittals in the Preconstruction Conference
- Review only specified submittals
- Log and track submittals independently from the contractor

### Request for Information:

- Use AIA form G714, Request for Information
- Discuss RFIs in the Preconstruction Conference
- Send RFIs to the owner and contractor for contract required information that is not provided
- Log and track RFIs independently from the contractor

### Change Processing:

- Prepare and sign all change documents
- Log and track changes independently from contractor
- Do not certify payment for changes until the change documents are executed
- Qualify your change order signature as, “Not for Cost Approval”
- Send an RFI to the contractor if change order pricing is not timely

### Payment Certifications:

- Use AIA document G702, Application and Certificate for Payment
- Use AIA document G703, Continuation Sheet
- Require notarized contractor signatures on the application
- Do not certify payment for owner’s separate consultants or separate contractors
- Use an enclosure letter or letter of transmittal when sending certification to owner
- Consider qualifying architect’s certification language in the enclosure letter or on the certificate itself
- Address any special administrative requirements in the preconstruction conference

### Substantial and Final Completion:

- Use AIA document G704, Certificate of Substantial Completion
- Check to be sure the date of substantial completion is clearly indicated
- Note if the punch list is attached or under separate cover
- Check to be sure the designated portion of the project is clearly indicated
- Include the note, “all remaining areas of the project,” on the last certificate issued
- List all known owner accepted nonconforming work
- Only certify work required under the issuing party’s services agreement
- DO NOT ISSUE A CERTIFICATE OF FINAL COMPLETION OR ACKNOWLEDGE FINAL COMPLETION IN WRITING

### Project Meetings:

- The Preconstruction Conference is the primary construction phase planning meeting
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- Mock-up Review Meetings should be included in the Project Construction Schedule
- All meetings should be reported in writing
- Attendees should take notes in all meetings
- Inaccurate published meeting minutes should be rebutted in writing before the next meeting.