Design and construction are performed by a single entity, where the architect is the primary professional. The owner or contractor is responsible for overseeing the project. This delineates the responsibilities and liabilities of each party involved in the project.

The owner controls the project and has the ultimate authority to make decisions. The architect provides professional services to the owner and acts as the owner's representative. The contractor is responsible for executing the design and construction plans, while the owner provides financial resources and oversight.

The life of a project begins with the owner's decision to develop a project, which involves the selection of an architect or design-build firm. The design phase involves the development of the project's design, including the selection of materials and equipment, and the preparation of construction documents. The construction phase follows, during which the project is built according to the design.

The owner's role includes providing financial resources, managing the project's budget, and ensuring that the project is completed on schedule. The architect's role is to guide the project's design and construction, ensuring that the project meets the owner's needs and is completed within budget. The contractor's role is to execute the design and construction plan, ensuring that the project is completed according to the design and specifications.

The project's success depends on effective collaboration and communication between the owner, architect, and contractor. Risks and challenges must be identified and managed throughout the project's life to ensure its successful completion.
This is a request for payment made by the CONTRACTOR and certified by the ARCHITECT to the OWNER. This request is for payment for the work performed as indicated by the CONTRACTOR'S SUBMIT. The CONTRACTOR'S SUBMIT is typically required to be furnished within seventy (70) days of the Date of Substantial Completion. If the CONTRACTOR fails to provide the SUBMIT, the ARCHITECT has the right to estimate the cost of the work and include it in the final payment.

APPLICATION FOR PAYMENT (G702)

CERTIFICATE FOR PAYMENT (G702)

PROGRESS PAYMENT

LESS RETAINAGE (TYPICALLY 10%)

SUBMITTALS

CHANGE IN SCOPE OF THE PROJECT

CHANGE OF CONTRACT DOCUMENTS

UNKNOWN UNDERGROUND CONDITIONS DISCOVERED

FINAL APPLICATION FOR PAYMENT (G702) – PROGRESS PAYMENT

WARRANTIES AND GUARANTEES

It is within one (1) year after Substantial Completion, and the work is found to be deficient, the ARCHITECT may make such repairs, or the CONTRACTOR, without additional compensation, shall correct it promptly.

APPLICATION FOR PAYMENT (G702) – CERTIFICATE FOR PAYMENT (G702)

These terms, Payment of money, extension of Time, Damages and any other claims by either party shall be adjusted or interpreted in accordance with the Contract Documents.

ARCHITECT'S REQUEST

If the ARCHITECT determines that owner's consent, if required, is not to be granted, or if the owner's consent has been withheld, the CONTRACTOR may, upon seven (7) days prior written notice, stop work until payment has been received.

CERTIFICATE TO ACCESS THE WORK

The CONTRACTOR(S) SUBMIT A201 states that Final Payment constitutes a waiver of all claims by the OWNER against the CONTRACTOR. However, if requested, the ARCHITECT will furnish the CONTRACTOR with a statement confirming that the work has been completed. The statement shall be signed by the CONTRACTOR and submitted to the ARCHITECT for approval.

ARCHITECT'S INSTRUCTIONS

Per A201, the ARCHITECT is typically required to make only two (2) on-site inspections of the Work. If the ARCHITECT suspects that a portion of the Work has not been done in accordance with the Contract Documents, testing can be requested with the CONTRACTOR. Testing for the Certificate of Occupancy. Warranties also typically become active on this date. The Final Application for Payment (G702) is processed and can be appealed through Mediation or Arbitration.

APPLICATION FOR PAYMENT (G702) – CERTIFICATE FOR PAYMENT (G702)

The CONTRACTOR, Subcontractor, or anyone acting on behalf of the ARCHITECT, or the CONTRACTOR, or any other party, shall not be responsible for Errors and Omissions in Shop Drawings.

RETAINAGE

This request is for payment for portions of the Work not in accordance with Contract Documents. This is a request for payment made by the CONTRACTOR to the OWNER. This is a statement from the ARCHITECT to the OWNER that the work has progressed to the point indicated. It is made exhaustive or continuous inspections, reviewed construction means, methods, procedures, etc.
ARCHITECT’S SUPPLEMENTAL INSTRUCTIONS (G710)

This is a written order prepared by the ARCHITECT, signed by the ARCHITECT and OWNER, directing a change in the Work. It is used when there is a change in the Work that can reasonably be expected to substantially affect the cost of completing the Work or the time required. The ARCHITECT may make this request upon discovery of a new condition or to revise the work as required by the Contract Documents.

ARCHITECT’S FIELD REPORT (G711)

The ARCHITECT makes observations of the progress and quality of the Work. This report is a record of the inspections made during the construction process. The report includes a description of the work performed, any deficiencies noted, and recommendations for corrective action.

MECHANIC’S LIEN CLAIM FILED

This is a legal claim made against the OWNER for money or property due for labor or materials furnished during the construction of the Work. The claimant must file a Notice of Claim within the time period specified in the Contract Documents. If the claim is not paid, the claimant may file a lawsuit to recover the money owed.

ARCHITECT’S REQUEST FOR SUBSTANTIAL COMPLETION (G704)

The CONTRACTOR must request a Certificate of Substantial Completion before the Work can be accepted by the OWNER. The request should include a list of items that have been completed, and a punch list of items that require further work. The CONTRACTOR must also provide evidence of insurance, lien releases, and other documents as required by the Contract Documents.

PROJECT ACCEPTANCE (G705)

Before the Work can be accepted, the OWNER must review the punch list and sign a Certificate of Substantial Completion. The certificate should include a list of items that have been completed, and a punch list of items that require further work. The certificate must be signed by both the OWNER and the CONTRACTOR.

CERTIFICATE OF SUBSTANTIAL COMPLETION (G704)

This certificate is a formal document that acknowledges the completion of the Work, and the acceptance of the Owner. It is signed by both the Owner and the Contractor, and includes a list of items that have been completed, and a punch list of items that require further work. The certificate is a required document for the Work to be accepted.

NON-GOVERNMENTAL PROJECTS

In non-governmental projects, the CONTRACTOR is typically responsible for providing a Certificate of Substantial Completion. The certificate should include a list of items that have been completed, and a punch list of items that require further work. The certificate must be signed by both the Owner and the CONTRACTOR.

OWNER STOPS THE WORK

If the OWNER stops the work, the CONTRACTOR must stop all work immediately and report the situation to the OWNER. The CONTRACTOR must also provide a punch list of items that require further work.

CHALLENGE ORDER (G701)

This is a written order prepared by the CONTRACTOR, signed by the CONTRACTOR and OWNER, directing a change in the Work. It is used when there is a change in the Work that can reasonably be expected to substantially affect the cost of completing the Work or the time required. The CONTRACTOR may make this request upon discovery of a new condition or to revise the work as required by the Contract Documents.