

# **Winning the Owner's Goals for the Architect Agreement and Construction Contract Part II**

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**THE MATERIAL USED IN THIS MANUAL IS FOR TEACHING  
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1. OVERVIEW
  - 1.1 Development Team
  - 1.2 Project
  - 1.3 Contract Time
  - 1.4 Indemnification
  - 1.5 Insurance
  - 1.6 Liability:
  - 1.7 Dispute Resolution
  - 1.8 Termination /Suspension
  - 1.9 Promotional Material: Restrictions on Contractor of using Owner and the Project in promotional material
  
2. OWNER REPRESENTATIVE CONTRACT
  - 2.1 Services – describe scope of activity as to Work, duration
  - 2.2 Fee – profit and costs for percentage of work performed through completion or earlier termination for owner’s convenience
  - 2.3 Reimbursables – list and cap
  - 2.4 Termination:
  - 2.5 Assignment:
  - 2.6 No impairment:
  
3. ARCHITECT’S AGREEMENT
  - 3.1 Basic Services – number of visits, attendance at construction meetings.
  - 3.2 Additional Service -
  - 3.3 Architect Power and Duty – The engagement of an Owner Representative or Construction Manager does not reduce Architect’s powers or duties
  - 3.4 Services Duration – Substantial Completion; Final Completion; Warrant Period

- 3.5 Fee – percent; broken down for services
- 3.6 Instruments of Service: Ownership of design - non-exclusive license
- 3.7 Indemnity, Insurance –
- 3.8 Pre-Design Work:
- 4. CONTRACTOR'S CONTRACT
  - 4.1 Contract Sum
  - 4.2 Qualifications, Assumptions, Conditions
  - 4.3 Pre-construction Work:
  - 4.4 Phasing: Rolling Occupancy:
  - 4.5 Application for Payment
  - 4.6 Progress Payment Authorizations
  - 4.7 Retainage
  - 4.8 Releases and Lien Waivers
  - 4.9 Contractor Services
  - 4.10 Owner Rights
  - 4.11 Bonds
  - 4.12 Warranty

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