

AIA[®] Document B207™ – 2017

Standard Form of Architect's Services: On-Site Project Representation

for the following PROJECT:

(Name and location or address)

« Academic Building Roof Replacement »
« MVCC, 1101 Sherman Drive, Utica, NY 13501 »

THE OWNER:

(Name, legal status and address)

« County of Oneida », « a New York Municipal Corporation »
« 800 Park Avenue, Utica, NY 13501 »

THE ARCHITECT:

(Name, legal status and address)

« MARCH Associates, Architects and Planners, P.C., a New York Domestic Professional Service Corporation »
« 258 Genesee Street, Suite 300, Utica, NY 13501 »

THE AGREEMENT

This Standard Form of Architect's Services is part of the accompanying Owner-Architect Agreement (hereinafter, together referred to as the Agreement).

(In words, indicate day, month, and year.)

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ON-SITE PROJECT REPRESENTATION SERVICES
- 3 ADDITIONAL SERVICES
- 4 OWNER'S RESPONSIBILITIES
- 5 COMPENSATION
- 6 SPECIAL TERMS AND CONDITIONS

ARTICLE 1 INITIAL INFORMATION

The Architect's performance of the services set forth in this document is based upon the following information. Material changes to this information may entitle the Architect to Additional Services.

(List below information, including conditions or assumptions that will affect the Architect's performance.)

« Attachments B & C attached to AIA Document B101-2017 »

ARTICLE 2 ON-SITE PROJECT REPRESENTATION SERVICES

§ 2.1 The Architect shall provide the On-Site Project Representative(s) indicated below at the Project site to assist in providing the Architect's Construction Phase Services

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document must be used with an owner-architect agreement where the architect provides construction administration services. This document provides the Architect's scope of services only and must be used with an owner-architect agreement. It may be used with G802™-2017, Amendment to the Professional Services Agreement, to create a modification to any owner-architect agreement.

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described in the Agreement and the On-Site Project Representation Services described herein:
(Identify the On-Site Project Representative(s) the Architect will provide and their contact information.)

« To Be Determined »

§ 2.2 The Architect shall not change the On-Site Project Representative(s) without the Owner's approval, which shall not be unreasonably withheld.

§ 2.3 The On-Site Project Representative(s) shall be located at the Project site in accordance with the following schedule:

(Insert the days per week, hours per day, schedule duration, and other relevant information.)

« To Be Determined by Owner »

§ 2.4 The On-Site Project Representative(s) has authority to perform the Architect's Construction Phase Services described in the Agreement, subject to the limitations listed in this section, and all the On-Site Project Representation Services described herein:

(Identify services described in the Agreement that the On-Site Project Representative does not have authority to perform.)

« None »

§ 2.5 The On-Site Project Representation Services described herein do not create responsibility on behalf of the Architect or the On-Site Project Representative(s) for construction means, methods, techniques, sequences, or procedures; job site safety precautions and programs; or acts or omissions of others, beyond the responsibilities set forth in the Agreement.

§ 2.6 The On-Site Project Representative(s) shall attend the following meetings:

(Identify meetings the On-Site Project Representative(s) is required to attend and include requirements, if any, for documentation of such meetings.)

« All Project Meetings »

The On-Site Project Representative(s) shall also attend any other meetings at the Project site as necessary to perform the On-Site Project Representation Services described herein.

§ 2.7 The On-Site Project Representative(s) shall maintain at the Project site access to records necessary to provide the Construction Phase Services described in the Agreement and the On-Site Project Representation Services described herein. The On-Site Project Representative(s) shall make such records available to the Owner upon reasonable notice.

§ 2.8 The On-Site Project Representative(s) shall observe tests and inspections required by law or the Contract Documents, and the Architect shall report the results to the Owner as required in the Contract Documents.

§ 2.9 At the Owner's request, the On-Site Project Representative(s) shall observe materials and equipment located off site, but only for the limited purposes of checking for conformance with the design concept expressed in the Contract Documents and evaluating such materials and equipment for a Certificate for Payment. The Architect shall be reimbursed for all additional costs associated with such observations, including travel expenses and payroll costs.

§ 2.10 The On-Site Project Representative(s) shall periodically review the Contractor's construction schedule, and the Architect shall alert the Owner to conditions that may affect the Contractor's ability to complete the Work in accordance with the schedule.

§ 2.11 The On-Site Project Representative(s) shall periodically review documents and samples the Contractor is required to maintain at the site, and the Architect shall notify the Owner of any apparent failure by the Contractor to maintain up-to-date records.

§ 2.12 The On-Site Project Representative(s) shall keep a written log of activities that occur at the Project site for each day that the On-Site Project Representative(s) is present at the site. The daily logs will capture the information necessary to create the monthly progress reports required in Section 2.13, and shall include a record of:

- .1 the nature and location of Work being performed;
- .2 weather conditions;
- .3 meetings attended;
- .4 conditions that may delay the Project;
- .5 the status of the construction schedule;
- .6 tests and inspections performed; and
- .7 other:
(List other items the On-Site Project Representative shall include in the daily logs.)
« »

§ 2.13 On a monthly basis, or as otherwise agreed to between the Architect and Owner, the On-Site Project Representative(s) shall submit written progress reports to the Owner, which include the following:

- .1 a summary of Work completed for the period;
- .2 a status report regarding the Project schedule;
- .3 a copy of the current submittal schedule and a status report regarding submittals, including a summary of those remaining and outstanding;
- .4 status reports for requests for information, Change Orders, minor changes in the Work, and Construction Change Directives;
- .5 a summary of tests and inspections performed for the period;
- .6 a status report of nonconforming and rejected Work;
- .7 a copy of daily logs for the period;
- .8 a summary of Contractor Applications for Payment and the Architect or On-Site Project Representative's action on each;
- .9 a status report of known activities pertaining to governmental or other authorities having jurisdiction over the Project;
- .10 a summary of off-site observations, if any, including materials and equipment stored or fabricated off-site;
- .11 representative photographs of the Work; and
- .12 other: « »

§ 2.14 Other On-Site Project Representation Services:

(Describe other On-Site Project Representation Services provided by the Architect.)

« None »

ARTICLE 3 ADDITIONAL SERVICES

Additional Services may be provided after execution of the Agreement, without invalidating the Agreement. Except for services required due to the fault of the On-Site Project Representative(s) or the Architect, any Additional Services provided in accordance with this Article shall entitle the Architect to compensation pursuant to Section 5.2 and an appropriate adjustment in the Architect's schedule.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 The Owner shall provide an office at the Project site for the On-Site Project Representative's use, which includes utilities, internet access, access to restroom facilities, parking, heating, air conditioning, and ventilation. The Owner shall provide furnishings and office equipment as follows:

(List furniture, computers, printers, etc.)

« To Be Determined »

§ 4.2 The Owner shall inform the Contractor of any limitations of authority of the On-Site Project Representative(s) listed in Section 2.4.

ARTICLE 5 COMPENSATION

§ 5.1 If not specifically addressed in the accompanying Owner-Architect Agreement, the Owner shall compensate the Architect for the On-Site Project Representation Services described in Article 2 as follows:
(Insert amount of, or basis for, compensation.)

« Attachment C »

§ 5.2 For Additional Services that may arise during the course of the Project, including those under Article 3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

« Attachment C »

§ 5.3 Compensation for Additional Services of the Architect's consultants, when not included in Section 5.2, shall be the amount invoiced to the Architect plus « Five » percent (« 5 » %), or as otherwise stated below:

« »

ARTICLE 6 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Standard Form of Architect's Services: On-Site Project Representation are as follows:

« None »