



AIA[®]

Document G612[™] – 2001

Owner's Instructions to the Architect Regarding the Construction Contract

Part A—Contract Administration, page 1 of 5

Owner: *(Name and address)*

Date:

Project Title:

Architect: *(Name and address)*

Project Number:

NOTATION 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 _____

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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 videotaped 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.)

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Part A—Contract Administration, page 3 of 5

8. What will be the form of the general conditions of the contract for construction?
 AIA Document A201–2007, *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. 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?

10. *(Note: The Owner has a right under AIA General Conditions A201–2007 to perform construction and to award separate contracts.)*

In addition to the general contract for construction, will there be any separate construction contracts? Yes No

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. _____

11. *(Note: According to the AIA General Conditions A201–2007, within seven days of receipt the Architect will issue or withhold certificate for payment to the Owner.)*

What day of the month will the Architect receive the Application for Payment?

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.

Will payment be made for completed portions of Construction Change Directives prior to execution of a Change Order?
 Yes No

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

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

- By the _____ day of each month
 Other: (*Specify*) _____

13. Retainage:

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

- ___ % of each payment.
 ___ % of each payment until the Work is 50% complete, after which remaining partial payments shall be paid in full without reduction of previous retainage.
 ___ % 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) Upon Substantial Completion, what will the retainage be reduced to?

- ___ % of completed work
 \$ _____
 Architect's estimate of incomplete or defective Work remaining in contract (lump sum)
Are there any other inspections or approvals after Substantial Completion that will be required prior to release of retainage or final payment, which are critical to your use and occupancy of the Project? Yes No
If so, describe in detail. _____

(c) 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

(d) On a cost-plus-fee contract, will retainage be held on the Contractor's fee? Yes No

If so, indicate percentage: _____ %

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. _____

(e) 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.*)

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14. Are liquidated damages required? Yes No
If required, liquidated damages shall be assessed in the amount of \$_____ 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.)
15. 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.)
16. 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

Owner's Representative

By

Date

Owner's Instructions to the Architect Regarding the Construction Contract

Part B—Insurance and Bonds, page 1 of 5

Owner: (Name and address)

Date:

Project Title:

Architect: (Name and address)

Project Number:

NOTATION 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. Please respond to every question.

1. Certificates and Forms

Will certificates of insurance, per Subparagraph 11.1.3 of AIA Document A201–2007, be on ACORD Form 25-S, supplemented by AIA Document G715, *Supplemental Attachment*? Yes No

If no, attach a sample of the required form(s).

2. Contractor's liability insurance

Specify the minimum limits of insurance described in Subparagraph 11.1.2 of AIA Document A201–2007.

a. Workers' compensation insurance

(Note: Workers' compensation is generally required by statute in most states, with several important exceptions. Exceptions depend upon the occupation or the minimum number of workers employed by that business. The Owner can mandate workers' compensation insurance even for those businesses that are exempt by requiring Voluntary workers' compensation as noted below. In addition to each state having applicable workers' compensation laws, federal and foreign laws may apply to the Contractor's or Subcontractor's employees. Where the Work includes construction involving the following categories, specific coverage may be required for maritime work, longshoremen, harbor work, work at or outside U.S. boundaries, and benefits required by labor union contracts. Please note such requirements below or by separate attachment.)

Are limits in excess of those required by statute to be provided? Yes No

If so, limits for such insurance shall be as follows: \$ _____

\$ _____ Each accident
\$ _____ Disease, policy limit
\$ _____ Disease, each employee

Voluntary workers' compensation (by any exempt entities):

Will private entities exempt from coverage on account of the number of employees or occupation maintain voluntary compensation coverage at the same limits specified for mandatory coverage? Yes No

If so, indicate dollar limits of coverage below:

\$ _____ Each accident
\$ _____ Disease, policy limit
\$ _____ Disease, each employee

b. Commercial general liability insurance

Will commercial general liability insurance, including coverage for premises operations, independent contractors' protective, products completed operations, contractual liability, personal injury and property damage (including coverage for explosion, collapse and underground hazards) be required of the Contractor? Yes No

If so, indicate dollar limits of coverage below:

\$ _____ Each occurrence
\$ _____ General aggregate
\$ _____ Personal and advertising injury
\$ _____ Products completed operations aggregate

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Part B—Insurance and Bonds, page 2 of 5

Will the policy be endorsed to have the general aggregate per Project? Yes No

If so, state the general aggregate amount. \$ _____

Will the Contractual liability insurance include coverage sufficient to meet obligations equivalent to those stipulated under Paragraph 3.18 of AIA Document A201–2007? Yes No

If no, specify the coverage desired. _____

Will products and completed operations insurance be maintained for a minimum period of at least _____
() year(s) after either 90 days following Substantial Completion or final payment, whichever is earlier?

Yes No

If no, specify. _____

How much automobile liability insurance (owned, non-owned and hired vehicles) for bodily injury and property damage is required?

\$ _____ Each occurrence

c. What will be the umbrella or excess liability limit?

\$ _____

\$ _____ Over primary insurance

\$ _____ Retention for self-insured hazards, each occurrence

d. What will be the aircraft liability (owned and non-owned), when applicable? (*Select one*)

With limits proposed by the Contractor for the Owner's approval

With the following limits:

(1) Bodily injury:

\$ _____ Each person

\$ _____ Each occurrence

(2) Property damage:

\$ _____ Each occurrence

e. What will be the watercraft liability (owned and non-owned), when applicable? (*Select one*)

With limits proposed by the Contractor for the Owner's approval

With the following limits:

(1) Bodily injury:

\$ _____ Each person

\$ _____ Each occurrence

(2) Property damage:

\$ _____ Each occurrence

f. Will there be other contractor's liability insurance? Yes No

If so, describe. _____

Are any revisions required with regard to hazardous substances or other items, or the Architect's role with regard to the same items? Yes No

If so, provide exact written language for insertion into Supplementary Conditions.

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Part B—Insurance and Bonds, page 3 of 5

3. Owner's liability insurance
Per Paragraph 11.2 of AIA Document A201–2007, will the Owner maintain its usual liability insurance?
 Yes No
If no, please specify scope of the Owner's liability insurance as you wish to see it described in the conditions of the Contract. _____

4. Project management protective liability insurance
Will the Contractor be required to provide project management protective liability insurance? Yes No
If so, it shall have the following limits:
(a) Bodily injury: \$ _____ Each occurrence
(b) Property damage: \$ _____ Each occurrence
(c) Aggregate limit, bodily injury and property damage: \$ _____
(NOTE: Reference to this option for coverage was deleted in A201–2007.)

5. Property insurance
(a) Will the Owner purchase builder's risk coverage with special causes of loss (including coverage for all material and equipment to be incorporated or used in the Project when stored off-site or in transit)? Yes No
(Note: If you answered no to the above question, see question 5i.)
If so, identify the type of form used for the policy:
 Completed Value
 Reporting
 Other (*Specify*). _____

(b) What will be the monetary limits of insurance?
 Contract Sum, including future amendments
 Other amount (*Specify*). _____

(c) Will any of the following named perils be required, either by specific endorsement or separate policies?
 Yes No
If so, identify below:
 Government ordered demolition Earthquake Flood

(d) If the Owner provides property insurance, will it be written with a deductible? Yes No
If so, identify below:
 a deductible of not more than \$ _____ (aggregate) or
 a deductible of not more than \$ _____ per occurrence.
Will there be an aggregate deductible applicable to the entire Project? Yes No
If no, provide description of portions of Project subject to an aggregate deductible.

(NOTE: If coverage for alterations and additions to existing structures is to be included under the Owner's existing coverage, specific instructions should be included under Item 6 below.)

(e) Should the property insurance required by Paragraph 11.3 of AIA Document A201–2007, cover machinery, tools or equipment owned or rented by the Contractor that are utilized in the performance of the Work, but not incorporated into the permanent improvements? Yes No

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Part B—Insurance and Bonds, page 4 of 5

(f) Will the Owner provide boiler and machinery insurance? Yes No

If so, specify the limits and objects to be insured: _____

(g) Will the Owner provide loss of use insurance? Yes No

The Contractor shall provide this insurance with limits of \$ _____.

(h) List any additions/modifications to the specified coverages:

(i) If you answered no to question 5a, will the Contractor be required to carry builder's risk with special causes of loss form property insurance? Yes No

Will the limits of such insurance be the Contract Sum, including future amendments? Yes No

If so, will the limits of such insurance also include the value of separate contracts and Owner-furnished items?

Yes No

Will there be any dollar limits of insurance for Contractor provided property insurance? Yes No

If so, state how much. \$ _____

Will the Owner provide partial property insurance? Yes No

If so, specify scope limits: _____

Can the Contractor, at the Contractor's own expense, provide insurance coverage for materials stored off the site after written approval of the Owner at the value established in the approval, and also for portions of the Work in transit until such materials are permanently attached to the Work? Yes No

If no, specify how you wish insurance on materials off the site to be handled. _____

If the Owner is damaged by the failure of the Contractor to purchase and maintain property insurance without so notifying the Owner in writing, will the Contractor be required to bear all reasonable costs attributable thereto?

Yes No

Will the Contractor be responsible for deductibles? Yes No

Shall Contractor provided property insurance be written with a specified maximum deductible per occurrence?

Yes No

If so, specify the maximum deductible. \$ _____

Specify special instructions for Contractor provided property insurance.

6. Other instructions related to bonds or insurance

(If none, please indicate.)

Are any special coverages required with regard to alterations or additions to existing structures? Yes No

Are any revisions required with regard to hazardous substances or other items, or the Owner's, Contractor's or Architect's role with regard to the same items? Yes No

If so, provide exact written language for insertion into Supplementary Conditions.

7. Bonds

Are performance bonds and payment bonds required? Yes No

(a) If so, the required bonds shall be in the amount of *(Select one option for each bond)*:

Performance 100% of Contract Sum _____% of Contract Sum \$ _____

Payment 100% of Contract Sum _____% of Contract Sum \$ _____

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Part B—Insurance and Bonds, page 5 of 5

(b) If so, the form of bonds shall be:

- AIA Document A312–2010
- Other

(If other, describe and furnish sample copy if available)

(c) Special instructions:

Owner's Representative

By

Date

Sample

Owner's Instructions to the Architect Regarding the Construction Contract

Part C—Bidding Procedures, page 1 of 3

Owner: (Name and address)

Date:

Project Title:

Architect: (Name and address)

Project Number:

NOTATION TO OWNER—This form provides your instructions regarding requirements for bidding procedures for this Project. Please return the completed form to your Architect. After reviewing your instructions, the Architect will proceed with the preparation of necessary bidding documentation. Please respond to every question.

1. What method will be used for selecting the Contractor(s)?

- (a) Bidding
 - Open and competitive
 - By invitation only
 - Other (Specify)
- (b) Negotiating
 - A single Contractor
 - Multiple Contractors
 - Other (Specify)

Are there any special eligibility requirements for contractor selection? Yes No
If so, describe requirements. _____

Will the list of invited bidders be included in the bidding requirements? Yes No

Will bidders be required to list subcontractors in their proposals? Yes No

Will the Bidder be basing the Bid Sum or Time of Completion on partial drawings and specifications?
 Yes No

Will any bidders or sub-bidders be pre-qualified? Yes No

If so, please list work categories requiring pre-qualification. _____

Are there any additional instructions on the method of selection or qualification of bidders? Yes No
If so, describe. _____

2. Who will prepare the instructions to bidders, Owner or Architect?

If the Architect will prepare the instructions, please attach any standard forms or specific language for special bidding provisions you wish to see incorporated into the instructions to bidders.

3. Who prepares the proposal form?

- Owner
- Architect

4. How will bids be solicited?

- Public advertisement arranged by Owner or Architect
- Private invitation issued by Owner or Architect

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Part C—Bidding Procedures, page 2 of 3

Will Bid opening be public or private?

Will there be a pre-bid conference? Yes No

If so, specify when and where. _____

5. Will the cost of the performance and payment bonds be included in the base bid or alternate?

Will property insurance by the Contractor be bid as an alternate? Yes No

Is an itemized breakdown of the bid price required? Yes No

If so, identify those items of Work. _____

Will the Contractor be required to obtain more than one subcontractor bid on any item of work? Yes No

If so, list items. _____

6. Will bid security be required? Yes No

If so, in the amount of

\$ _____, or

_____ % of the total bid in the form of:

A bid bond (AIA Document A310–2010 in conjunction with AIA Document A312–2010), or

Other _____

(Describe other acceptable types of security or bond forms, if any.)

7. Where will copies of the Bidding Documents be made available for reference of the bidders?

Plan rooms designated by the Owner

Plan rooms selected by the Architect

Owner's office

Architect's office

Other (Specify) _____

Who can provide copies of Bidding Documents?

Owner Architect Printer

Are there any limits on the number of sets of Bidding Documents to be issued to each bidder? Yes No

If so, describe the limitations. _____

8. What date and time is required for receipt of bids?

(Specify) _____

Will be determined later by the Owner

Will be determined by the Architect

9. Where shall bids be received?

At the Architect's office

Other (Specify name and address of recipient) _____

10. Who will prepare the bid tabulation forms?

Owner

Architect

11. Will bids be publicly opened and read aloud? Yes No

If opened in private, will bid tabulation be furnished to Bidders? Yes No

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Part C—Bidding Procedures, page 3 of 3

12. Are copies, in addition to the usual original signed bid, required? Yes No
If so, specify how many copies. _____
13. How many calendar days after receipt of bids must a bid remain open for acceptance? _____
14. If a Contract is awarded, when will construction at the site commence?
 Upon execution of the Agreement
 Upon, but not before, receipt of a notice to proceed
 Not earlier than _____ days after award of the Contract
 Other (*Specify*) _____
15. Will the required time of Substantial Completion be stipulated in the Bidding Documents? Yes No
If so, Work shall be substantially complete:
 _____ calendar days after the Date of Commencement
 By, _____ (*Date*)
 In the number of calendar days stipulated by the bidder in the bid form

Will a preliminary schedule be required to accompany the bid? Yes No
Will bidders be required to incorporate any milestone dates into the preliminary schedule? Yes No
If so, describe. _____

Will designated portions of the Work require Substantial Completion in advance of the rest of the Project?
 Yes No
Will these portions be identified on Drawings? Yes No
If no, describe the scope and anticipated date(s) of completion for such designated portion(s) of the Work as you wish to see them incorporated in the Drawings. _____

16. Special instructions:
(*Note: Please describe checked items by separate attachment.*)
 Unit price proposal language
 Substitution criteria
 Fee proposal language
 Overhead or profit limits
 Waivers
 Non-Collusion affidavit
 Qualification statement

Owner's Representative

By _____ Who represents (*Name of Owner*) _____ Date _____