

AIA DOCUMENT B352-2000

Duties, Responsibilities and Limitations of Authority of the Architect's Project Representative

Recommended as a Reference Document when an Architect's Project Representative is Employed

GENERAL INFORMATION

PURPOSE. This document is intended for use in the event that the Owner wants additional representation at the construction site on a full- or part-time basis. Under B352, the Project Representative is employed and supervised by the Architect. In contrast, up until the early 1950s, B352 predecessor documents called the Representative "the Clerk of the Works," because such persons were hired by the Owner but supervised by the Architect. The split between hiring and supervising caused numerous problems which have been resolved under B352 by the Architect acting as both employer and supervisor.

RELATED DOCUMENTS. This document is adopted by reference in several B-Series agreements, including AIA Documents B141, B141/CMA and B171. It is coordinated with AIA Document A201, General Conditions of the Contract for Construction, as well as other similar AIA general conditions where the Architect has an agreement with the Owner.

WHY USE AIA CONTRACT DOCUMENTS? AIA contract documents are the product of a consensus-building process aimed at balancing the interests of all parties on the construction project. The documents reflect actual industry practices, not theory. They are state-of-the-art legal documents, regularly revised to keep up with changes in law and the industry—yet they are written, as far as possible, in everyday language. Finally, AIA contract documents are flexible: they are intended to be modified to fit individual projects, but in such a way that modifications are easily distinguished from the original, printed language. For further information on AIA's approach to drafting contract documents, see AIA Document M120, Document Drafting Principles.

USE OF NON-AIA FORMS. If a combination of AIA documents and non-AIA documents is to be used, particular care must be taken to achieve consistency of language and intent among documents.

USE OF CURRENT DOCUMENTS. Prior to using any AIA document, the user should consult an AIA component chapter or a current AIA Documents Price List to determine the current edition of each document.

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CHANGES FROM THE PREVIOUS EDITION

Rather than an exhibit, the B352 is now recommended as a reference document. Other provisions have been changed to parallel the latest edition of AIA Document A201, General Conditions of the Contract for Construction.

USING THE B352 FORM

The B352 may be used as a reference document attached to an owner-architect agreement, such as AIA Document B141, Standard Form of Agreement Between Owner and Architect. It may be also referenced separately in the owner-architect agreement or in an amendment to that agreement. So long as the reference incorporating B352 is clear and definite, it will be given legal effect as if it had been written in full into the owner-architect agreement.



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2000 EDITION

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Duties, Responsibilities and Limitations of Authority of the Architect's Project Representative

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1. GENERAL

1.1 The Architect's Project Representative shall be stationed at the site at intervals agreed upon by the parties to the Contract and shall be responsible for assisting the Architect in the administration of the Contract. The rights, responsibilities and obligations of the Architect as described in the Owner-Architect Agreement shall not be modified by the furnishing of such Project Representative.

1.2 Communications by the Architect's Project Representative relating to administration of the Contract shall, in general, be restricted to the Architect and Contractor. The Project Representative shall communicate with the Owner and Contractor under the direction of the Architect and with the Architect's full knowledge. The Project Representative shall not communicate with Subcontractors or material suppliers except with the full knowledge and approval of the Contractor and Architect.

2. DUTIES AND RESPONSIBILITIES

The Project Representative shall:

2.1 Perform on-site observations of the progress and quality of the Work as may be reasonably necessary to determine, in general, if the Work is being performed in a manner indicating that the Work when completed will be in conformance with the Contract Documents. Notify the Architect if, in the Project Representative's opinion, Work does not conform to the Contract Documents or requires special inspection or testing.

2.2 Monitor the Contractor's construction schedules on an ongoing basis and alert the Architect to conditions that may lead to delays in completion of the Work.

2.3 Receive and respond to requests from the Contractor for information and, when authorized by the Architect, provide interpretations of the Contract Documents.

2.4 Receive and review requests for changes by the Contractor, and submit them, together with recommendations, to the Architect. If they are accepted, prepare Architect's Supplemental Instructions, incorporating the Architect's Modifications to the Contract Documents.

2.5 Attend meetings as directed by the Architect and report to the Architect on the proceedings.

2.6 Observe tests required by the Contract Documents. Record and report to the Architect on test procedures, test results and verify testing invoices to be paid by the Owner.



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DUTIES, RESPONSIBILITIES AND
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OF THE ARCHITECT'S PROJECT
REPRESENTATIVE

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2.7 Maintain records at the construction site in an orderly manner, including correspondence, Contract Documents, Change Orders, Construction Change Directives, reports of site meetings, Shop Drawings, Product Data and similar submittals; supplementary drawings, color schedules and requests for payment; and names, addresses and telephone numbers of the Contractors, Subcontractors and principal material suppliers.

2.8 Maintain a log book of activities at the site, including weather conditions, nature and location of Work being performed, verbal instructions and interpretations given to the Contractor, and specific observations. Record any occurrence or Work that might result in a claim for a change in Contract Sum or Contract Time. Maintain a list of visitors, their titles, and time and purpose of their visit.

2.9 Assist the Architect in reviewing Shop Drawings, Product Data and Samples. Notify the Architect if any portion of the Work requiring Shop Drawings, Product Data or Samples is commenced before such submittals have been approved by the Architect. Receive and log Samples required at the site, notify the Architect when they are ready for examination, record the Architect's approval or other action and maintain custody of approved Samples.

2.10 Review the Contractor's record copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications at intervals appropriate to the stage of construction and notify the Architect of any apparent failure by the Contractor to maintain up-to-date records.

2.11 Review Applications for Payment and forward to the Architect with recommendations for disposition.

2.12 Review the list of items to be completed or corrected which is submitted by the Contractor with a request for issuance of a Certificate of Substantial Completion. Review the Work. If the list is accurate, forward it to the Architect for final disposition; if not, so advise the Architect and return the list to the Contractor for correction.

2.13 Assist the Architect in conducting inspections to determine the date or dates of Substantial Completion and the date of final completion.

2.14 Assist the Architect in receipt and transmittal to the Owner of documentation required of the Contractor at completion of the Work.

3. LIMITATIONS OF AUTHORITY

The Architect's Project Representative shall not exceed the authority of the Architect under the Owner-Architect Agreement.

The Project Representative shall NOT:

- 3.1** Authorize deviations from the Contract Documents.
- 3.2** Approve substitute materials or equipment except as authorized in writing by the Architect.
- 3.3** Personally conduct or participate in tests or third party inspections except as authorized in writing by the Architect.
- 3.4** Assume any of the responsibilities of the Contractor's superintendent or of Subcontractors.
- 3.5** Expedite the Work for the Contractor.



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3.6 Have control over or charge of or be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work.

3.7 Authorize or suggest that the Owner occupy the Project in whole or in part.

3.8 Issue a Certificate for Payment or Certificate of Substantial Completion.

3.9 Prepare or certify the preparation of a record copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications.

3.10 Reject Work or require special inspection or testing except as authorized in writing by the Architect.

3.11 Accept, distribute or transmit submittals made by the Contractor in accordance with that required by the Contract Documents.

3.12 Order the Contractor to stop the Work or any portion thereof.



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