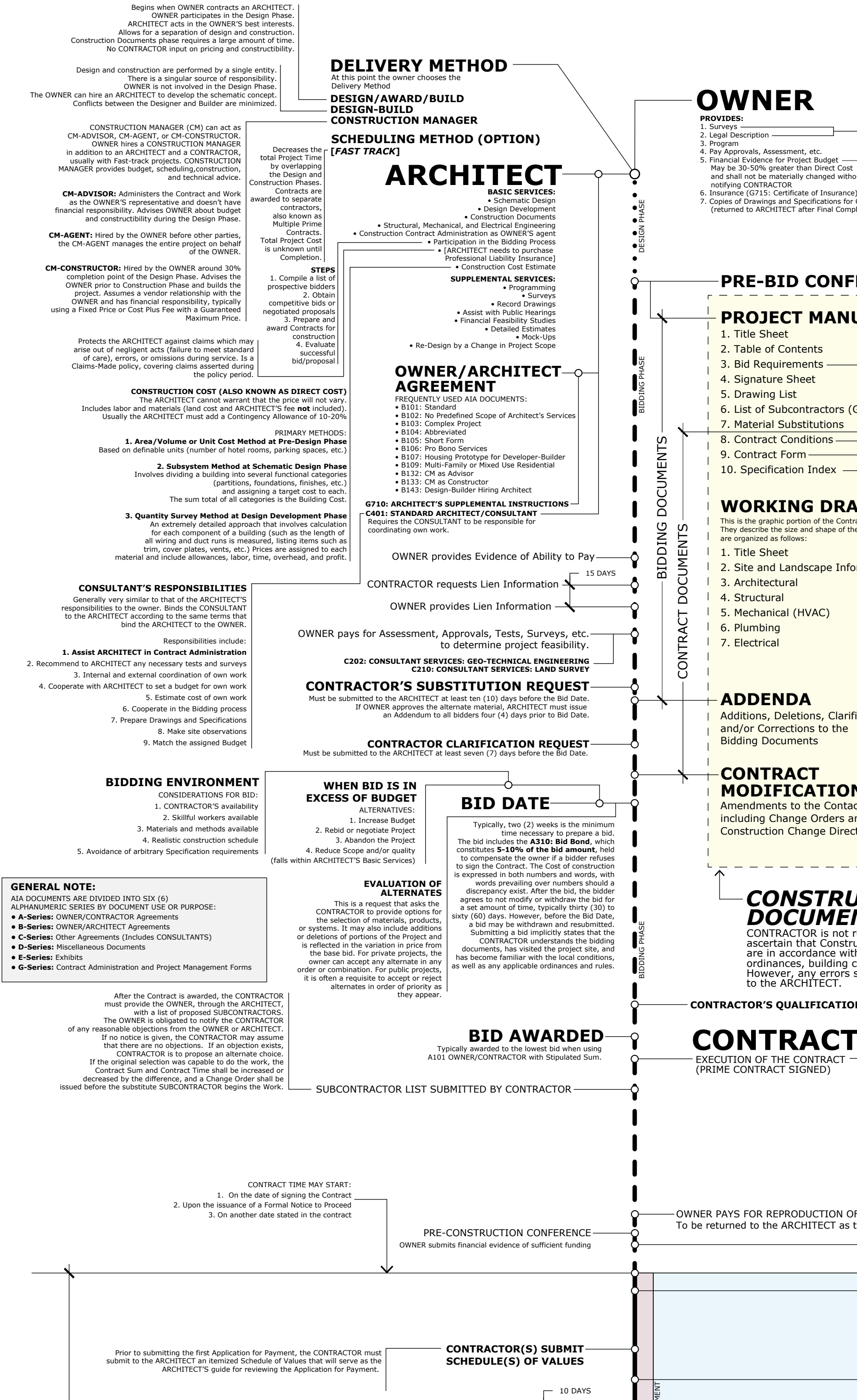


THE LIFE OF A



THE PROJECT

OWNER
Must be furnished to the CONTRACTOR, who will rely on their accuracy with precaution
Assessment, etc.
Cost for Project Budget
greater than Direct Cost
materially changed without CONTRACTOR
(Certificate of Insurance)
Drawings and Specifications for CONTRACTOR (ARCHITECT after Final Completion)

PROJECT BUDGET (ALSO KNOWN AS CONSTRUCTION BUDGET)

The sum, established by the OWNER, that is available for the entire Project.

INCLUDES:

1. Staff Cost, Legal Fees, Outside Consultant Fees
2. Land Cost
3. Construction Cost
4. Equipment Cost
5. Architect's Fees
6. Finishes, Furnishings, and Equipment
7. Insurance
8. Taxes
9. Financing
10. Contingencies and Allowances

INCLUDES:

1. Labor
2. Materials
3. Equipment
4. Contingencies
5. CONTRACTOR'S Overhead and Profit

INSURANCES REQUIRED FOR OWNER

1. Property or Builder's Risk (All Risk Coverage)

This policy must initially be equal to the Contract Sum or Construction Cost and includes:

1. Fire and Damage (Including Earthquake and Flood)
2. Temporary Structures, Materials, Equipment and Supplies, typically covers Tools
3. Property in Transit or Stored Off-Site

2. Worker's Compensation

3. General Liability

4. Personal Injury

5. Property Damage

6. Automobile Liability

7. Contractual Liability

This is when CONTRACTORS are informed about unique or special aspects of the project. Pre-Bid Conferences can help prevent misunderstandings. Questions and clarifications must be in writing within seven (7) days before Bid Date. ARCHITECT must formalize answers to questions in Addenda.

ADDENDUM

A written or graphic notice issued by the ARCHITECT prior to the execution of the Contract for Construction and distributed to all bidders during the Bid Phase.

BID CONFERENCE

PROJECT MANUAL

Sheet
Table of Contents
Requirements
Purchase Sheet
Bidding List
Subcontractors (G705)
Material Substitutions
Contract Conditions
Contract Form
Specification Index

- Invitation to Bid
- Information Available to Bidders
- Instructions to Bidders
- Bid Forms
- Bid Supplements

- **GENERAL CONDITIONS (A201)**
States the rights, responsibilities, and relationships of the parties and insurances required.
- **SUPPLEMENTARY CONDITIONS (A201)**
- **SPECIAL CONDITIONS (OPTIONAL)**
Typically required to accommodate requirements of government of local building agencies.

Particularly important for Multiple Prime Contract, Phased, and Fast-Track projects, as well as Cost Plus Fee and other contracts not based on a Stipulated Sum.

GUIDE TO SUPPLEMENTARY CONDITIONS (A503/A533 CM-ADVISOR)

This accommodates legal, physical, or climatic conditions and establishes specific insurance requirements. Important for Multiple Prime Contract, Phased, or Fast-Track projects, as well as Cost Plus Fee contracts.

COST OF THE WORK PLUS FEE

Consists of a refund for the actual expenses to perform the Work, including salaries, employee benefits, overhead, etc. plus a negotiated fee for profit with a Guaranteed Maximum Price.

WORKING DRAWINGS

Graphic portion of the Contract Documents. Shows the size and shape of the project and details as follows:

Sheet
Site and Landscape Information
Structural
Mechanical (HVAC)
Plumbing
Electrical

OWNER-CONTRACTOR AGREEMENT

CONTRACTOR'S QUALIFICATIONS (A305)

PERFORMANCE AND PAYMENT BOND (A312)

CERTIFICATE OF INSURANCE (A101 EXHIBIT A)

- **BID BOND**
Typically 5-10% of the Contract Sum to be collected if the winning bidder refuses to sign the Contract.

FREQUENTLY USED AIA DOCUMENTS:

- A101: Stipulated Sum
- A102: Cost Plus Fee With Guaranteed Maximum Price
- A103: Cost Plus Fee Without Guaranteed Maximum Price
- A104: Abbreviated
- A105: Short Form
- A132: CM as Advisor
- A133: CM as Constructor, Cost Plus Fee With Guaranteed Maximum Price
- A134: CM as Constructor, Cost Plus Fee Without Guaranteed Maximum Price
- A141: Design-Builder
- A142: Design-Builder Hiring a Contractor

CSI MASTERFORMAT DIVISIONS

Provided by the Construction Specification Institute. This is the written part of the Contract Documents and defines the quality, construction system, and workmanship. They complement the Working Drawings and prepared by the ARCHITECT and CONSULTANTS as a Basic Service. The organization of the SPECIFICATIONS shall not control the CONTRACTOR in dividing the work among SUBCONTRACTORS. This is the portion of the Project Manual which the ARCHITECT is directly responsible.

METHODS FOR MINIMIZING DISCREPANCIES BETWEEN DRAWINGS AND SPECIFICATIONS:

1. Dimensions should be noted on only one of the two documents.
2. Terminology must be consistent.
3. Reserve installation methods and quality exclusively for Specifications, and quantitative descriptions for Drawings.

CURRENT DIVISIONS (JUNE 2018)

- 00 Procurement and Contracting Requirements (Not Part of Specifications)
- 01 General Requirements
- 02 Existing Conditions
- 03 Concrete
- 04 Masonry
- 05 Metal
- 06 Wood, Plastics, and Composites
- 07 Thermal
- 08 Openings
- 09 Finishes
- 10 Specialties
- 11 Equipment
- 12 Furnishings
- 13 Special Construction
- 14 Conveying Equipment
- 15-20 (Reserved for Future Expansion)
- 21 Fire Suppression
- 22 Plumbing
- 23 Heating, Ventilation, and Air Conditioning (HVAC)
- 24 (Reserved for Future Expansion)
- 25 Integrated Automation

TYPES OF TECHNICAL SPECIFICATIONS:

1. **Closed**
Names a particular brand. Typically not permitted on public projects.
2. **Open**
Names several products, materials or systems, typically providing three options.
3. **Reference**
Refers to quality standards that are established by testing authorities. Used in conjunction with Specifications by others.
4. **Descriptive**
Describes all components. ARCHITECT assumes total responsibility for description.
5. **Cash Allowance**
Describes an amount of money required to cover the cost of some items. Used when the level of quality is not available at Bidding Phase.

Proprietary

Calls for desired materials, products, systems, etc. by trade names. Does not allow for substitutions.

Performance

Describes desired results, not a precise description of individual components. Allows the CONTRACTOR to use their previous experience. Appropriate when new or unusual products are systems are required.

ADDENDA

Corrections, Deletions, Clarifications, Additions to the Contract Documents

CONTRACT MODIFICATIONS

Change Orders to the Contract Documents
Change Orders and Additions
Change Directives

CONSTRUCTION DOCUMENTS

CONTRACTOR is not responsible to ascertain that Construction Documents in accordance with applicable laws, ordinances, building codes, etc. However, any errors shall be reported to the ARCHITECT.

CONTRACTOR QUALIFICATION STATEMENT (A305)

CONTRACTOR

AT THE CONTRACT SIGNING

OWNER MAY TERMINATE CONTRACT IF THE CONTRACTOR:

1. Fails to supply proper workers or materials
2. Fails to pay SUBCONTRACTOR(S)
3. Persistently disregards the law

CONTRACTOR MAY TERMINATE CONTRACT IF:

1. The work is stopped for more than thirty (30) consecutive days through no fault of the CONTRACTOR, SUBCONTRACTOR(S) or SUB-SUBCONTRACTOR(S)
2. A Court Order is issued to stop the Work
3. A Government Order is issued to stop the Work (e.g. due to a National Emergency)
4. The ARCHITECT fails to issue a Certificate of Payment or no payment by the OWNER
5. The OWNER fails to furnish financial evidence of ability to pay for the Work

PRIME CONTRACT

This is a contract executed between the OWNER and CONTRACTOR. Separate Prime Contracts may be used if an OWNER wants to contract directly with several CONTRACTORS (e.g. HVAC, Plumbing, Electrical). Here a CONSTRUCTION MANAGER is desirable. The General Conditions require that a General CONTRACTOR bind all SUBCONTRACTORS to the same terms and conditions that bind the CONTRACTOR to the OWNER. Signing the Contract represents that the CONTRACTOR visited the site and has become familiar with local conditions.

CERTIFICATE OF INSURANCE

This is a document to record the types and limits of the insurance coverage carried by the CONTRACTOR only. The certificate must contain a provision stating that the OWNER will be given at least thirty (30) days notice before insurance policies are canceled.

INSURANCES REQUIRED FOR CONTRACTOR (PER A201)

1. **Worker's Compensation**
Covers job-related injuries
2. **General Liability**
Protects for claims of bodily or property damage
3. **Property Damage**
Covers damages to adjacent properties (e.g. explosions)
4. **Automobile Liability**
Covers claims involving owned or hired car
5. **Contractual Liability**
Holds OWNER and ARCHITECT harmless from claims against CONTRACTOR

CONTRACTOR MUST ALSO PROVIDE

1. **A312 Performance Bond and Payment Bond**
Amount stated is typically 110% of the Contract Sum.
2. **Lien Bond (Optional)**

The CONTRACTOR is required to prepare and submit a Progress Schedule, showing how the Work will be done within the Contract Time using a bar chart (for small projects) or Critical Path Method (for large projects). The Critical Path Method differs from a bar chart because it shows the relationship between activities, not just durations and sequences.

The Certificate of Insurance (G715) summarizes the insurance coverages required. They must be purchased prior to start of the Work.

REPRODUCTION OF DRAWINGS
is the ARCHITECT as their copyrighted material

CERTIFICATE OF INSURANCE (A101 EXHIBIT A)

COMMENCEMENT OF CONSTRUCTION

HAZARDOUS MATERIAL DISCOVERED

The CONTRACTOR must stop the Work immediately in the affected area and report it to the ARCHITECT and OWNER. The OWNER shall obtain the service of a licensed laboratory to verify the presence of a hazardous material. The OWNER must submit the names of suggested laboratories. If the CONTRACTOR and ARCHITECT has no objection, the selected party can remove such materials. The Contract Sum and Time must be modified through a Change Order. The CONTRACTOR is not responsible for any Hazardous Materials specified by the Contract Documents.

ACCIDENT: WORKERS INJURED

CONTRACTOR(S) are responsible for safety of the employees, damage to the Work itself, and damage to any adjacent properties. Typically a SUPERINTENDENT name by the CONTRACTOR is

SUBROGATION

A201 2017 Section 11.3 contains a Waiver of Subrogation

CONSTRUCTION TIME

Prior to submitting the first Application for Payment, the CONTRACTOR must submit to the ARCHITECT an itemized Schedule of Values that will serve as the ARCHITECT'S guide for reviewing the Application for Payment.

CONTRACTOR(S) SUBMIT SCHEDULE(S) OF VALUES

This is a request for payment made by the CONTRACTOR and submitted to the ARCHITECT ten (10) days prior to the Date of Payment established by the Schedule of Values. This request is for payment for portions of the Work completed, including material and equipment stored on and off site, if approved by the OWNER. Through an Application for Payment, the CONTRACTOR certifies that Work is in accordance with the Contract Documents.

APPLICATION FOR PAYMENT (G702) - 10 DAYS

CERTIFICATE FOR PAYMENT (G702) - 7 DAYS

PROGRESS PAYMENT LESS RETAINAGE (TYPICALLY 10%)

This is a statement from the ARCHITECT to the OWNER verifying the amount due to the CONTRACTOR. This statement confirms that the Work has progressed according to the Schedule of Values. ARCHITECT will issue a Certificate for Payment within seven (7) days of receiving the Application for Payment, or notify CONTRACTOR and OWNER in writing of reasons for withholding certification in whole or in part. The issuance of the Certificate for Payment will constitute a representation by the ARCHITECT that the Work has progressed to the point indicated. It is not a representation by the ARCHITECT that they have:

SUBCONTRACTOR'S REQUEST FOR INFORMATION
SUBCONTRACTORS only have a contract with the CONTRACTOR. They are not legally bound to the OWNER or the ARCHITECT. The ARCHITECT should not communicate directly with the SUBCONTRACTOR, but through the CONTRACTOR. However, if requested, the ARCHITECT will furnish the SUBCONTRACTOR with:

- Made exhaustive or continuous inspections to check quality or quantities
- Reviewed construction means, methods, procedures, etc.
- Reviewed requisitions to substantiate the CONTRACTOR'S right to payment
- Made examination of how or for what purpose the CONTRACTOR has used previously paid money

Neither OWNER nor ARCHITECT shall have an obligation to pay the SUBCONTRACTOR.

HIGH WATER TABLE DISCOVERED

APPLICATION FOR PAYMENT (G702) - - - - -

CERTIFICATE FOR PAYMENT (G702) - - - - -

PROGRESS PAYMENT

RETAINAGE
This is a sum withheld from each Progress Payment to the CONTRACTOR (typically 10%). This payment does not constitute acceptance of any of the Work that is not in accordance with the Contract Documents.

SUBMITTALS

CONTRACTOR must review, approve, stamp and submit Submittals to ARCHITECT for approval, but strictly to determine accordance with the Construction Documents.

The CONTRACTOR'S stamp signifies that they will or have determined and verified materials and measurements, and has checked or coordinated the information contained.

The ARCHITECT should not review Submittals that have not been stamped by the CONTRACTOR. A201 states that the CONTRACTOR is responsible for Errors and Omissions in Shop Drawings. The ARCHITECT must promptly review and approve or take appropriate action (Approve as Noted, Revise and Resubmit, or Not Approved). Submittals are not part of the Contract Documents.

CHANGE IN SCOPE OF THE PROJECT

CONTRACTOR'S CLAIM

A claim or dispute is a demand seeking adjustment or interpretation of the Contract terms, Payment of money, extension of Time, or otherwise. It must be initiated in writing and within twenty-one (21) days after the occurrence of event or first recognition by claimant, whichever date is later. In all cases, CONTRACTOR shall continue the Work diligently and OWNER shall continue to make Payments. Decisions are initially provided by the ARCHITECT and can be appealed through Mediation or Arbitration.

CHANGE OF COLOR SCHEDULE

UNKNOWN UNDERGROUND CONDITIONS DISCOVERED

CONTRACTOR FAILS TO CORRECT THE WORK

- TYPICAL SUBMITTAL TYPES:**
- Shop Drawings**
Graphic representations of components and/or systems
 - Product Data**
Specific information: Charts, brochures, diagrams or instructions
 - Samples**
Physical representations of actual material, colors, texture, finish, etc.

MEDIATION

This is a condition that serves a precedent to Arbitration. Awards from Mediations must be claimed within thirty (30) days of the resulting decision.

Unlike with Arbitration, in which all three parties are empowered to solve the case, a Mediator has no authority to enforce a resolution, but is instrumental in empowering the opposing parties to resolve the issue themselves. This alternative, in theory, is faster, cheaper, and less adversarial than Arbitration.

ARBITRATION

In this process, claims for both parties (OWNER v. ARCHITECT, OWNER v. CONTRACTOR) are submitted to a mutually accepted Arbitrator. The Arbitrator is an individual or a body that is knowledgeable about the construction industry who will hear arguments and witnesses, as well as review evidence, prior to rendering a decision. The award is final and enforceable in court, and not subject to appeal.

MEDIATION OR ARBITRATION

APPLICATION FOR PAYMENT (G702) - - - - -

CERTIFICATE FOR PAYMENT (G702) - - - - -

PROGRESS PAYMENT

For this payment, the cost to correct the Work by the OWNER was deducted. The ARCHITECT has the right to nullify all or part of the previous Certificates of Payment to protect the OWNER against:

- Damages
- Defective work
- Claims by third parties
- CONTRACTOR'S failure to pay SUBCONTRACTORS
- The Work cannot be completed with the unpaid balance of the Cost or within the remaining Time
- CONTRACTOR'S failure to comply with the Contract

However, if the ARCHITECT does not issue a Certificate of Payment within seven (7) days, or the OWNER does not pay within seven (7) days of its issuance the CONTRACTOR may, upon seven (7) day's written notice, stop the Work until payment has been received. The Contract Sum and Time must then be extended by a Change Order.

APPLICATION FOR PAYMENT (G702) - - - - -

CERTIFICATE FOR PAYMENT (G702) - - - - -

PROGRESS PAYMENT

FINAL APPLICATION FOR PAYMENT (G702) - - - - -

FINAL CERTIFICATE FOR PAYMENT (G702) - - - - -

WARRANTIES AND GUARANTEES

If, within one (1) year after Substantial Completion, any of the Work is found to be not in accordance with Contract Documents, the CONTRACTOR, without additional compensation, shall correct it promptly.

FINAL PAYMENT

A201 states that Final Payment constitutes a waiver of all claims by the OWNER except those arising from:

- Liens, claims, security interests or encumbrances arising out of the Contract and unsettled
- Work not in accordance with Contract Documents
- Terms of any special Warranties required by Contract Documents

CERTIFICATE OF SUBSTANTIAL COMPLETION

The OWNER, CONTRACTOR and ARCHITECT agree to state the time frame by which the Work shall be completed. The issuer of the Certificate of Substantial Completion is the ARCHITECT. The ARCHITECT shall issue the Certificate of Substantial Completion and there shall be no further Work to be corrected and/or reworked.

FINAL INSPECTION

Per A201, the ARCHITECT is to determine the Date of Substantial Completion. The ARCHITECT shall issue the Certificate of Substantial Completion. If rework is required, the ARCHITECT shall issue a Certificate of Substantial Completion for the reworked portion.

CONTRACTOR'S OBLIGATIONS

- Contractor shall provide a list of all subcontractors and suppliers.
- Contractor shall provide a list of all subcontractors and suppliers.
- Consent of the ARCHITECT is required for the selection of subcontractors and suppliers.
- Certificate of Substantial Completion (30) days after the date of Substantial Completion.
- Testamentary.

CONTRACT TIME



1 YEAR

time must be modified through a Change Order. The CONTRACTOR is not responsible for any Hazardous Materials specified by the Contract Documents.

ACCIDENT: WORKERS INJURED

CONTRACTOR(S) are responsible for safety of the employees, damage to the Work itself, and damage to any adjacent properties. Typically a SUPERINTENDENT name by the CONTRACTOR is responsible for construction site safety. Worker's compensation insurance covers injuries, and the insuring company may seek to recover money from the ARCHITECT through Subrogation.

SUBROGATION

A201 2017 Section 11.3 contains a Waiver of Subrogation clause which precludes the parties from seeking to recover any money from each other for any losses already covered by property insurance.

ARCHITECT'S FIELD REPORT (G711)

The ARCHITECT makes observations of progress of the Work, not inspections

MECHANIC'S LIEN CLAIM FILED

This is a legal claim made against the OWNER'S property for outstanding payment for labor, materials, or services for that property. To satisfy the claim, an OWNER may be forced to sell the property. A clean title for the property cannot be obtained until the claim is settled. Mechanic's Liens can only be filed against non-governmental projects.

MEASURE OF PROTECTION AGAINST LIENS (A201)

1. Retainage

Serves as funds to pay claimant to prevent lien filing

2. Performance Bond and Payment Bond (A312)

Protects the OWNER against claims by SUBCONTRACTOR(S) or suppliers who have not been paid by CONTRACTOR

3. Affidavit and Release from Liens

Submitted to OWNER from CONTRACTOR before Final Payment

PERMITS AND FEES PAID BY CONTRACTOR

CHANGE ORDER (G701)

This is a written amendment to the Contract Documents to accommodate unforeseen conditions during construction. It is prepared and signed by the ARCHITECT, and signed by the OWNER and CONTRACTOR. It is an agreement to modify a portion of the Work and defines the impact on the Contract Sum and the Contract Time within the scope of the Project. The ARCHITECT does have the authority to order minor changes in the Work if there is no change in Contract Sum or Time. Any deficiencies in the Construction Documents will be remedied at the ARCHITECT'S expense if the OWNER is able to prove negligence by the ARCHITECT.

PROPOSAL REQUEST (G709)

The ARCHITECT is obligated to notify the OWNER that an Additional Service(s) will be performed. The OWNER must give prompt notice if the service is not desired. If no notice is received, the ARCHITECT can proceed with the Additional Service(s) for which the OWNER is obligated to pay.

ARCHITECT'S FIELD REPORT (G711)

The ARCHITECT informs the CONTRACTOR about an unsafe site condition. The CONTRACTOR must ensure site safety.

CONSTRUCTION CHANGE DIRECTIVE (G714)

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 not total agreement between the OWNER and the CONTRACTOR concerning the change in the Contract Time and/or Sum, yet the modification needs to be implemented in a timely manner to avoid further delays in the Schedule. The CONTRACTOR is not required to sign the Construction Change Directive, but shall perform the Work. The ARCHITECT will initially suggest the adjustment to Contract Time and/or Sum based on an estimate the value of the Work plus a reasonable allowance.

ARCHITECT'S SUPPLEMENTAL INSTRUCTIONS (G710)

Used when the ARCHITECT orders minor changes in the Work that do not impact Contract Sum or Time

CONTRACTOR CLAIM

Per A201, Before entering Mediation, Arbitration, or Litigation, the OWNER and CONTRACTOR initially consult the ARCHITECT, as the Initial Decision Maker (unless another party is appointed as such), concerning Claims and Disputes. The ARCHITECT shall interpret these matters impartially and hold consistent with the Contract Documents, and is the final authority in matters regarding aesthetics. The ARCHITECT will review Claims and within ten (10) days of receipt of the Claim and take one or more of the following actions:

1. Request additional supporting data from the claimant or a response with supporting data from the other party
2. Reject the Claim in whole or in part
3. Approve the Claim
4. Suggest a compromise
5. Advise parties that the ARCHITECT cannot resolve the Claim

Either party may, within thirty (30) days of receipt of an Initial Decision, demand in writing that the other party file for Mediation. If such a demand is made and the receiving party fails to file for mediation within thirty (30) days of receiving the demand, both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

ARCHITECT'S FIELD REPORT (G711)

The ARCHITECT will visit the site at intervals appropriate to the stage of the CONTRACTOR'S operation for the following purposes:

1. To become generally familiar with and keep the OWNER informed about the progress and quality of the Work.
2. To protect the owner against defects
3. To determine if the Work is generally (without exhaustive inspections) in accordance with the Contract Documents.

CONTRACTOR MUST UNCOVER THE WORK

If a portion of the Work is covered, it must, if required in writing by the ARCHITECT, be uncovered for the ARCHITECT'S examination at the CONTRACTOR'S expense without a change in the Contract Time. If a portion of the Work is covered and the ARCHITECT has not specifically requested to examine that portion before it is covered, the ARCHITECT may request its examination. If the Work in question is in accordance with the Contract Documents, the Cost of uncovering shall be at OWNER'S expense through a Change Order(s). If the Work is not in accordance, the Cost shall be at the CONTRACTOR'S expense.

ARCHITECT'S REQUEST FOR TESTING

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 OWNER'S consent. If tests or inspections show that the work is in accordance with the Contract Documents, the cost of such testing and/or repair will be at the OWNER'S expense. If the Work is not in accordance, the Cost shall be at the CONTRACTOR'S expense.

CONTRACTOR'S REQUEST FOR SUBSTANTIAL COMPLETION (G704)

The CONTRACTOR shall initially propose that a Project is Substantially Complete, which signifies that the OWNER can occupy or use the Project for its intended purpose. The ARCHITECT is to determine the Date of Substantial Completion, at which time the Warranty Period(s) begin. In cases with separate prime contracts or phases of construction, there may be more than one Date of Substantial Completion and therefore more than one Warranty Period. The CONTRACTOR prepares a list of items to be corrected and/or completed and submits it to the ARCHITECT. This is known as a Punch List.

PUNCH LIST

This list is not definitive and does not have legal consequences if an item is omitted. Typically, the list is revised and completed by the ARCHITECT, through a visit for Inspection, with items added as needed for accordance with the Contract Documents. Upon completion of these items, the ARCHITECT shall prepare a Certificate of Substantial Completion.

PARTIAL OCCUPATION BY THE OWNER

The OWNER may occupy all or part of an unfinished Project, provided that:

1. The OWNER has the consent of the issuer of the Property Insurance
2. The OWNER has received a Certificate of Occupancy from the local building authorities
3. The OWNER and CONTRACTOR have agreed, in writing, to their responsibilities regarding payments, maintenance, heat, utilities, etc., as well as a one (1) year correction period and the commencement of Warranties

CERTIFICATE OF SUBSTANTIAL COMPLETION (G704)

The OWNER, CONTRACTOR, and ARCHITECT must sign this certificate. Here the Date of Substantial Completion is established, along with the time frame by which the CONTRACTOR must perform the Work described in the Punch List. The Certificate of Substantial Completion also states the responsibilities of both the OWNER and CONTRACTOR, since the CONTRACTOR must continue with the Work in the occupied Project. The issuer of the Property Insurance must be notified prior to the occupancy. Typically, the Date of Substantial Completion is the date used for the Certificate of Occupancy. Warranties also typically become active on this date. The Final Application for Payment (G702) is processed and the CONTRACTOR is due the remainder of the Contract Sum, less the value of the unfinished Work.

FINAL INSPECTION

A201, the ARCHITECT is typically required to make only two (2) on-site Inspections of the Work. The first is to determine the Date of Substantial Completion, and the second is to determine Substantial Completion. The ARCHITECT has the authority to reject the Work if it does not conform to the Contract Documents. If required, the ARCHITECT has the authority to require additional Inspections.

CONTRACTOR'S TESTAMENTS TO COMPLETION

Prior to receiving the Final Payment, the CONTRACTOR must provide:

1. Contractor's Affidavit of Payment of Debts and Claims (G706)
2. Contractor's Affidavit of Release of Liens (G706A)
3. Consent of Surety to Final Payment (G707)
4. Certificate of Continuing Insurance (providing at least thirty (30) days' prior notice of cancellation of policy to OWNER)
5. Testament that insurance is renewable

PROJECT ACCEPTANCE

PROJECT CLOSE-OUT

This is a procedure to close out the project, more administrative than contractual, described in Specifications under Division 01: General Requirements.

The CONTRACTOR is typically responsible for:

1. Submission or Record Drawings and Specifications, maintenance manuals, Warranties, and other record information
2. Delivery of tools, spare parts, and extra stock of materials.
3. Removal of temporary facilities
4. Start-up testing of equipment, as well as training of OWNER'S operating and maintenance personnel
5. Final touch-ups, repairs, and cleaning

1 YEAR POST-COMPLETION

1 YEAR