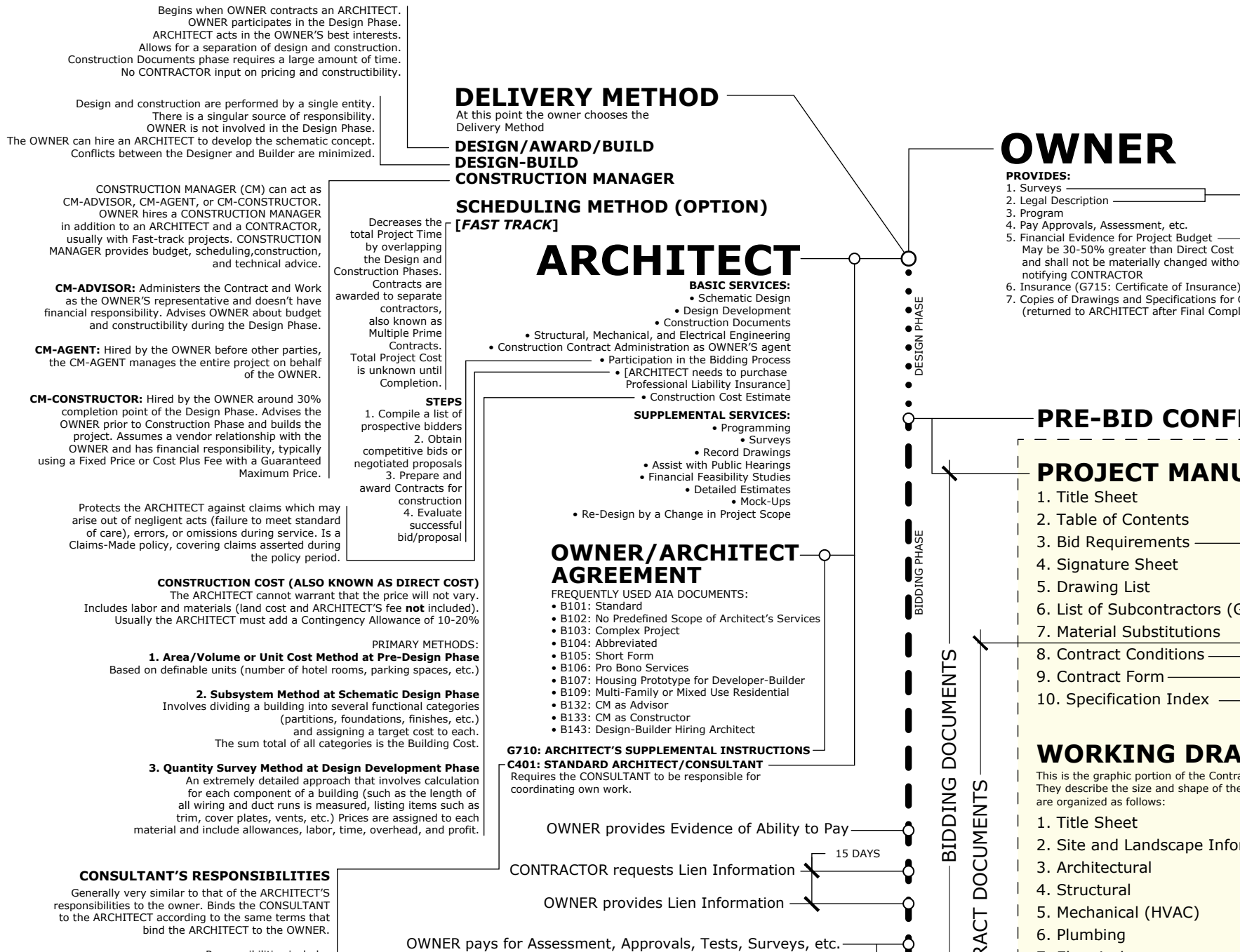


# THE LIFE OF A



# THE PROJECT

## OWNER

Must be furnished to the CONTRACTOR, who will rely on their accuracy with precaution

assessment, etc.

ce for Project Budget

greater than Direct Cost

materially changed without

ACTOR

: Certificate of Insurance)

ngs and Specifications for CONTRACTOR

CHITECT 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

## BID CONFERENCE

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.

## PROJECT MANUAL

- Sheet
- of Contents
- Requirements
- ure Sheet
- ng List
- Subcontractors (G705)
- al Substitutions
- ct Conditions
- ct Form
- ification 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.

- **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

## WORKING DRAWINGS

aphic portion of the Contract Documents.

the size and shape of the project and

as follows:

- Sheet
- nd Landscape Information
- ectural
- ural
- ical (HVAC)
- ng

### 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

### 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

### 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.

- to the ARCHITECT and binding the same terms to bind the ARCHITECT to the OWNER.
- Responsibilities include:
1. Assist ARCHITECT in Contract Administration
  2. Recommend to ARCHITECT any necessary tests and surveys
  3. Internal and external coordination of own work
  4. Cooperate with ARCHITECT to set a budget for own work
  5. Estimate cost of own work
  6. Cooperate in the Bidding process
  7. Prepare Drawings and Specifications
  8. Make site observations
  9. Match the assigned Budget

### BIDDING ENVIRONMENT

#### CONSIDERATIONS FOR BID:

1. CONTRACTOR'S availability
2. Skillful workers available
3. Materials and methods available
4. Realistic construction schedule
5. Avoidance of arbitrary Specification requirements

### GENERAL NOTE:

AIA DOCUMENTS ARE DIVIDED INTO SIX (6) ALPHANUMERIC SERIES BY DOCUMENT USE OR PURPOSE:

- **A-Series:** OWNER/CONTRACTOR Agreements
- **B-Series:** OWNER/ARCHITECT Agreements
- **C-Series:** Other Agreements (Includes CONSULTANTS)
- **D-Series:** Miscellaneous Documents
- **E-Series:** Exhibits
- **G-Series:** Contract Administration and Project Management Forms

After the Contract is awarded, the CONTRACTOR must provide the OWNER, through the ARCHITECT, with a list of proposed SUBCONTRACTORS. The OWNER is obligated to notify the CONTRACTOR of any reasonable objections from the OWNER or ARCHITECT. If no notice is given, the CONTRACTOR may assume that there are no objections. If an objection exists, CONTRACTOR is to propose an alternate choice. If the original selection was capable to do the work, the Contract Sum and Contract Time shall be increased or decreased by the difference, and a Change Order shall be issued before the substitute SUBCONTRACTOR begins the Work.

#### CONTRACT TIME MAY START:

1. On the date of signing the Contract
2. Upon the issuance of a Formal Notice to Proceed
3. On another date stated in the contract

OWNER pays for Assessment, Approvals, Tests, Surveys, etc. to determine project feasibility.

**C202: CONSULTANT SERVICES: GEO-TECHNICAL ENGINEERING**  
**C210: CONSULTANT SERVICES: LAND SURVEY**

### CONTRACTOR'S SUBSTITUTION REQUEST

Must be submitted to the ARCHITECT at least ten (10) days before the Bid Date. If OWNER approves the alternate material, ARCHITECT must issue an Addendum to all bidders four (4) days prior to Bid Date.

### CONTRACTOR CLARIFICATION REQUEST

Must be submitted to the ARCHITECT at least seven (7) days before the Bid Date.

### WHEN BID IS IN EXCESS OF BUDGET

#### ALTERNATIVES:

1. Increase Budget
2. Rebid or negotiate Project
3. Abandon the Project
4. Reduce Scope and/or quality (falls within ARCHITECT'S Basic Services)

### BID DATE

Typically, two (2) weeks is the minimum time necessary to prepare a bid. The bid includes the **A310: Bid Bond**, which constitutes **5-10% of the bid amount**, held to compensate the owner if a bidder refuses to sign the Contract. The Cost of construction is expressed in both numbers and words, with words prevailing over numbers should a discrepancy exist. After the bid, the bidder agrees to not modify or withdraw the bid for a set amount of time, typically thirty (30) to sixty (60) days. However, before the Bid Date, a bid may be withdrawn and resubmitted. Submitting a bid implicitly states that the CONTRACTOR understands the bidding documents, has visited the project site, and has become familiar with the local conditions, as well as any applicable ordinances and rules.

### EVALUATION OF ALTERNATES

This is a request that asks the CONTRACTOR to provide options for the selection of materials, products, or systems. It may also include additions or deletions of portions of the Project and is reflected in the variation in price from the base bid. For private projects, the owner can accept any alternate in any order or combination. For public projects, it is often a requisite to accept or reject alternates in order of priority as they appear.

### BID AWARDED

Typically awarded to the lowest bid when using A101 OWNER/CONTRACTOR with Stipulated Sum.

SUBCONTRACTOR LIST SUBMITTED BY CONTRACTOR

### PRE-CONSTRUCTION CONFERENCE

OWNER submits financial evidence of sufficient funding

### CONTRACTOR(S) SUBMIT SCHEDULE(S) OF VALUES

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.

6. Plumbing
7. Electrical

### ADDENDA

Additions, Deletions, Clarifications and/or Corrections to the Bidding Documents

### CONTRACT MODIFICATION

Amendments to the Contract including Change Orders and Construction Change Directives

### CONSTRUCTION DOCUMENTS

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

### CONTRACTOR'S QUALIFICATION

### CONTRACT EXECUTION OF THE CONTRACT (PRIME CONTRACT SIGNED)

OWNER PAYS FOR REPRODUCTION OF CONTRACT DOCUMENTS To be returned to the ARCHITECT as required

CONTRACT

BIDDING PHASE

ing  
cal

**END**  
Deletions, Clarifications,  
Corrections to the  
Documents

**TRACT**  
**IFICATIONS**  
ents to the Contact Documents  
Change Orders and  
tion Change Directives

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) | 26 Electrical   |
| 01 General Requirements  | 27 Communications   |
| 02 Existing Conditions   | 28 Electronic Safety and Security                                       |
| 03 Concrete  | 29-30 (Reserved for Future Expansion)                                   |
| 04 Masonry   | 31 Earthwork  |
| 05 Metal   | 32 Exterior Improvements  |
| 06 Wood, Plastics, and Composites  | 33 Utilities  |
| 07 Thermal   | 34 Transportation   |
| 08 Openings  | 35 Waterway and Marine Construction                                     |
| 09 Finishes  | 36-39 (Reserved for Future Expansion)                                   |
| 10 Specialties   | 40 Process Interconnections   |
| 11 Equipment   | 41 Material Processing and Handling Equipment                           |
| 12 Furnishings   | 42 Process Heating, Cooling, and Drying Equipment                       |
| 13 Special Construction  | 43 Process Gas and Liquid Handling, Purification, and Storage Equipment |
| 14 Conveying Equipment   | 44 Pollution and Waste Control Equipment                                |
| 15-20 (Reserved for Future Expansion)                                    | 45 Industry-Specific Manufacturing Equipment                            |
| 21 Fire Suppression  | 46 Water and Wastewater Equipment                                       |
| 22 Plumbing  | 47 (Reserved for Future Expansion)                                      |
| 23 Heating, Ventilation, and Air Conditioning (HVAC)                     | 48 Electrical Power Generation  |
| 24 (Reserved for Future Expansion)                                       | 49 (Reserved for Future Expansion)                                      |
| 25 Integrated Automation   |   |

- 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.

**EACH SECTION IS DIVIDED INTO PARTS:**  
1. General (deals with the Scope)  
2. Materials (describes the Material)  
3. Execution (describes how to install it)

**EACH DIVISION IS DIVIDED INTO SECTIONS**  
(e.g. 26 2813 Fuses)

**CONSTRUCTION DOCUMENTS**

TRACTOR 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.

**QUALIFICATION STATEMENT (A305)**

**TRACTOR**

THE CONTRACT  
ACT SIGNED)

**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

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

**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.

**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.

REPRODUCTION OF DRAWINGS  
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.

CONSTRUCTION TIME

**ACCIDENT: WORKERS INJURED**

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.

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:

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

**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.

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.

TYPICAL SUBMITTAL TYPES:

1. **Shop Drawings**  
Graphic representations of components and/or systems
2. **Product Data**  
Specific information: Charts, brochures, diagrams or instructions
3. **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.

**APPLICATION FOR PAYMENT (G702)**

**CERTIFICATE FOR PAYMENT (G702)**

**PROGRESS PAYMENT LESS RETAINAGE (TYPICALLY 10%)**

**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:

1. Information about percentages of completion
2. Amount of money applied for by the CONTRACTOR
3. Actions taken by the ARCHITECT and OWNER on portions of the Work done by the SUBCONTRACTOR.

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**

**SUBMITTALS**

**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**

**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

CONTRACT TIME

CONSTRUCTION PHASE

PAYMENT

CONSTRUCTION PHASE

PAYMENT

CONSTRUCTION TIME

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**ARCHITECT INSTRUCTI**  
Used when the A changes in the W Contract Sum or

**OWNER ST**  
Per A201, If the accordance with after receipt of n OWNER can, with correct the Work

**CONTRACTOR MUST**  
If a portion of the Work is cover expense without a change in the portion before it is covered, th of uncovering shall be at OWN

**ARCHITECT'S REQU**  
If the ARCHITECT suspects th OWNER'S consent. If tests or i be at the OWNER'S expense. I



### 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 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

When 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 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** - - - - -

CONSTRUCTION PHA

## CONTRACT SUBSTA

The CONTRACTOR sh... the OWNER can occu... the Date of Substanti... separate prime contr... Completion and there... to be corrected and/c...

PAYMENT

## CERTIFI

The OWNER, CONTRA... the time frame by wh... states the responsibi... The issuer of the Proj... for the Certificate of... and the CONTRACTOR...

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

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

## FINAL INSPECTION

Per A201, the ARCHITECT is t... The first is to determine the D... Final Completion. The ARCHIT... the Contract Documents. If n...

## 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.

WARRANTY TIME

## CONTRACT

- Prior to receipt...
1. Contractor
  2. Contractor
  3. Consent o
  4. Certificate (30) days
  5. Testament

## FINAL PAYMENT

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

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

1 YEAR

# 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

1 YEAR

## 1 YEAR POST-COMPLETION

## 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 of 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