

Specifications

	AKA	Which Is?	Used When?	Who's Responsible?
Open		Several (3-5) appropriate material/product/systems are given and the contractor can use any of them, or suggest his own if he can prove the performance and quality is equal.	You have a public job and/or want competitive bidding.	The contractor for performance. They can submit substitution requests for approval during bidding, or risk it getting rejected during shop drawings/ inspection.
Proprietary	Closed Prescriptive Base Bid	Product/materials/systems are specifically listed by name and # and there's no substitutions allowed.	You or the owner want to see something specific, because you want it, or know it will work best for the application (eg: Owner wants the same window to match the rest on the existing house)	Contractor
Descriptive		All components of products, their arrangement and methods of assembly, physical and chemical properties, arrangement and relationship of parts, and numerous other details and requirements are described.	The most detailed of all specifications to be used when the architect is certain the assembled product will function properly.	The architect assumes total responsibility for the function and performance of a product.
Performance		Like an open spec, but instead of listing manufactures, the required expectations/criteria and results for the intended system are given.	You don't have a manufacture preference and the contractor can competitively bid	Contractor
Reference		Like an open spec, but items have to meet specific testing authority requirements (UL, ASTM, ANSI)	You want or need things to conform to requirements.	Contractor
Cash Allowance		A dollar amount decided upon by the architect/owner, and to be set aside for a product/system that hasn't been totally designed or figured out yet. This portion of the bid will be equal for all bidders.	You don't know exactly what you want to use, but know about how much you want to spend on it (eg: casework)	Contractor/Owner. The specific product/system is chosen should be the allowance price. Issue a CO for any amount +/- the bid amount as required

Easy as 1-2-3...Parts of a Spec Section:

1. General – What's covered/the scope, related sections (ie: door section would reference door hardware section), quality control, required submittals (if applicable), guarantees, warranties.
2. Materials – The materials, products, and equipment to be used (can list multiple options if an open spec)
3. Execution – Instruction how to install the products and perform the work.

Spectacular Spec Facts:

- Specs take precedence over drawings if there is an inconsistency.
- Unit Prices (cost per cubic foot of concrete, lineal foot of pvc pipe, etc) is often bid for quantities that might be hard to exactly measure, or that might change in the project. It's a base price when the contractor says "hey... the pipe actually runs like this and we're adding 20ft+", you know at \$3/ft you've got a \$60 material CO.
- Once the general gets the spec, he give the sections to whichever sub he wants. But it's ultimately his responsibility to make sure there are no gaps, and that everything is coordinated and covered.
- General Requirements (Division 01-administrative rules, work-related provisions, general info) are not to be confused with General Conditions (AIA B201-general parts of owner/contractor agreement)
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Project Manual Include this Stuff

- Cover Sheet
- Table of Contents
- Bid Form
- Instruction To Bidders
- Contract Forms
 - Owner Contractor Agreements
 - Performance Bond
 - Payment Bond
 - Certificate of Insurance
- General / Supplementary Conditions
- Contents/Index for Specifications
- Specifications organized by division

Contract Documents Include this Stuff

- The Owner/Contractor Agreement (A101)
- General/Supplementary Conditions
- Specifications (CSI Masterformat)
- Working Drawings
- Addenda
- Modifications (Change Orders)

Insurance				
	AKA	What does it protect?	Who has it & How much?	How long does it last?
Professional Liability	Errors/Omissions	Liability due to negligence or not meeting the standard of care expected of them. (eg: not designing ADA compliant restrooms in a public building)	Architects and Design Professionals	Usually renewed each year, but want to make sure the firm is covered for the length of the statute of limitations (10 years)
Property	Builder's Risk	Covers any damages, loss of work on site/off site/in transit	Owner For the Cost of the Project	
Loss of Use		Any financial loss due to delay in construction because of damage, accidents, fire, other hazards needed to be dealt with.	Owner	
Workers Comp		Liability to employees for injury or sickness as a result of their employment.	Architects, Contractors, Most Employers actually!	
Contractual	Indemnification	Liability assumed by contract where contractors agree to hold owners/architects harmless from damages that are the result of specific events		
Product & Completed Operations		Liability for damages caused by installed goods after the construction phase and transfer of title.	Contractor	

Interesting Insurance Facts:

- More than the required minimum insurance may be needed for a job. Anything extra is noted in the supplemental conditions
- The owner can require the contractor to submit a certificate of insurance with a bid to prove what insurance he carries and what his limits are.
- NO SUBROGATION. Owner/Contractor should keep this provision in the AIA 201 document, so the insurance company, after paying out, can put themselves in the shoes of their client and go after whoever might be responsible for the damage that's otherwise "No-Fault". You don't want the owner's insurance company going after the contractor if there's some sort of freak fire in the middle of the night that could somehow be tied back to him.

Bonding				
	AKA	What does it guarantee?	Who has it & How much?	How long does it last?
Surety Bond	Bond	The Surety/Bonding Company will make good to the owner the debt, default, or failure of the contractor to perform the work.	Contractor	
Completion Bond		The project will be complete free of liens.	Contractor or Owner	
Bid Bond	Forfeiture bond	The bidder, if awarded a contract, will enter into the contract within a specified time, and in accordance with the bidding documents.	Contractor for 5-10% of the bid amount	Submitted with the bid, and activated if the selected bidder refuses to sign the contract
Performance Bond		To protect the interest of the owner, and ensure that the work will be completed in accordance with the contract documents.	Contractor	
Labor/Materials Payment Bond		The contractor and the contractor's surety will pay their subcontractors and to purchase materials for the construction in accordance with the CDs.	Contractor	

Brilliant Bonding Facts:

- Sureties are written promises by a person/entity who guarantees the performance of an obligation of another party. It protects the owner's interest by ensuring that the contractor will do the work.
- Leins are claims against an owner's property for outstanding payment due to a sub/vendor/etc. The owner can't release the title until the claim is settled...and they might have to sell the property to pay the claim. It doesn't matter if the general contractor has been paid, either!

Fees				
	AKA	Which is?	Who gets it?	Use it when?
Fixed Fee	Stipulated Sum Agreement	A lump sum for a particular scope of service. Contingencies are included (5-10%) to cover the risk that the costs exceed the budget on which the fee is based. Reimbursable are extra.	Owner/Contractors Owner/Architect	Services are easily and accurately defined.
Cost Plus Fee (to GMP)		Reimbursement for actual expense to perform the work (includes salaries, employee benefits, office overhead) plus a negotiated fee for profit. Usually includes a guaranteed maximum price.	Owner/Contractor or Owner/Architect	
Percentage of Construction Cost		Based on a percentage of the total cost of construction	Owner/Architect	
Contract Sum		Total amount payable for the performance of the work done under the requirements of the contract documents	Owner/Contractor	

Fantastic Fee Facts:

- Sureties are written promises by a person/entity who guarantees the performance of an obligation of another party. It protects the owner's interest by ensuring that the contractor will do the work.
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