

Comparison of:

AIA Document A201 (1997 Edition) General Conditions  
of the Contract for Construction

AGC Document 200 (2000 Edition) Standard Form of Agreement and  
General Conditions Between the Owner and Contractor (Lump Sum)

EJCDC Document C-700 (2002 Edition) Standard General Conditions of  
the Construction Contract

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**Comparison of AIA Document A201 (1997 Edition) General Conditions of the Contract for Construction with AGC Document 200 (2000 Edition) Standard Form of Agreement and General Conditions Between the Owner and Contractor (Lump Sum) and EJCDC Document C-700 (2002 Edition) Standard General Conditions of the Construction Contract**

<b>AIA A201 (1997)</b>	<b>AGC 200 (2000)</b>	<b>EJCDC C-700 (2002)</b>
<b>Architect's Role</b>		
<p>The architect's role in administration of the contract during construction, until final payment is due, <u>is outlined in great detail</u>.</p> <p>4.1, 4.2</p>	<p>The architect/engineer is identified by name in the contract section. However, <u>the general conditions omit mention of the A/E except to say that the owner may direct that various items be sent by the contractor to the A/E in lieu of the owner.</u></p> <p>2.3.2, 3.14.1, 5.2.1, 6.2.1, 9.1, 9.2.1, 9.6.1, 10.1</p>	<p>The role of the engineer as the owner's representative during construction (including basic duties and limitations) is <u>shown in great detail</u></p> <p>Art. 9</p>
<b>Confidentiality</b>		
<p>Subject <u>not addressed</u>, although reuse of architect's drawings, specifications or other documents is prohibited without written consent.</p> <p>1.6.1</p>	<p><u>Contractor shall not disclose to third parties</u>, except as necessary to subs and suppliers, owner's confidential information, know-how, discoveries and the like. <u>Owner shall treat as confidential information about contractor's estimating system or cost data.</u></p> <p>3.21</p>	<p>Subject <u>not addressed</u>, although reuse of any engineer's drawings, specifications or other documents is prohibited without written consent of the owner and engineer.</p> <p>3.05</p>
<b>Consequential Damages</b>		
<p><u>The owner and contractor mutually waive consequential damage claims against the other</u>, including losses due to termination. <u>Liquidated direct damages are not precluded.</u></p> <p>4.3.10</p>	<p><u>The owner and contractor waive claims for consequential damages against one another. Liquidated damages, when related to direct damages only, are not precluded.</u></p> <p>10.2</p>	<p><u>The owner waives all rights against the contractor, subcontractors and engineer for consequential losses</u> beyond direct physical loss to owner's property. <u>There is no similar contractor waiver of consequential damage claims. Liquidated damages are not addressed.</u></p> <p>5.07 (B)</p>
<b>Contract Documents</b>		
<p>Contract includes owner-contractor agreement, general and supplementary conditions, drawings, specifications and addenda issued prior to contract execution plus later written modifications. <u>Shop drawings, product data and samples are not a part of the contract.</u></p> <p>1.1.1</p>	<p><u>Contract includes</u> AGC 200 (2000), <u>drawings</u>, specifications and addenda issued prior to contract execution, plus approved <u>submittals</u>, owner supplied <u>work site information</u> and modifications issued after contract execution.</p> <p>2.3.4</p>	<p><u>Contract Documents include</u> all items so designated in the owner-contractor agreement. <u>Only printed or hard copy items qualify. Approved shop drawings, submittals and information</u> about subsurface and physical conditions <u>are not contract documents.</u></p> <p>101 (A) 12</p>

AIA A201 (1997)	AGC 200 (2000)	EJCDC C-700 (2002)
	<b>Contract Documents Intent Scope of Work</b>	
<p>Performance by contractor is <u>required</u> only to the extent consistent with the contract documents and reasonably inferable from them <u>to produce the indicated results.</u></p> <p>1.2.1</p>	<p>Contractor to provide labor, materials, equipment and services in full accord with and reasonably inferable from the contract documents <u>to produce the indicated results.</u></p> <p>3.1.1</p>	<p>Contractor to provide a <u>functionally complete project (or part thereof)</u> including material, labor, etc. reasonably <u>inferred from the contract documents or prevailing practice to produce the intended results.</u></p> <p>3.01 (B)</p>
	<b>Contract Terms - Precedence</b>	
<p><u>No precedence among the contract documents is stated</u> since AIA prefers to leave it to the law and to the custom that <u>specific terms ordinarily take precedence over more generalized ones.</u></p>	<p>In case of conflicting terms, <u>an order of document precedence is established</u> to determine which provision applies. <u>However, the most specific and current shall control regardless of the stated order of priority. Specifications govern over drawings.</u></p> <p>13.8, 14.2.2</p>	<p>Unless the parties agree otherwise, <u>the terms of the contract documents take precedence</u> over standards, specifications and codes not incorporated in the contract and any legal references not representing a violation of law.</p> <p>303 (3) B-1</p>
	<b>Contractor's Fee</b>	
<p><u>Subject not addressed</u></p>	<p><u>Various expenses are defined as being a part of contractor's fee – even though the form is designed for use on lump sum contracts.</u></p> <p>2.3.9</p>	<p><u>Contractors fee shall be as stated in the contract for cost-plus work. More specific fees are outlined in 12.01 (C)</u></p> <p>11.01 (C), 12.01 (C)</p>
	<b>Contractor's Employees</b>	
<p>Contractor is required to enforce strict discipline and not hire unfit or unskilled persons. Superintendents are to be competent</p> <p>3.4.3, 3.9.1</p>	<p>Contractor to enforce safety procedures, strict discipline and good order. <u>If owner determines that a contractor's employee is unfit or unskilled, contractor must reassign the individual.</u></p> <p>3.4.3</p>	<p>Contractor to provide competent, suitably qualified personnel and also maintain good order and discipline at the job site.</p> <p>6.02 (A)</p>
	<b>Cost-Plus Billing</b>	
<p>Allows for billing based on the <u>cost</u> of labor, insurance, fringe benefits, material, rental costs bond premiums, etc., <u>plus a reasonable allowance for overhead and profit.</u></p> <p>7.3.6</p>	<p>If the owner and contractor are unable to agree quickly to adjustments in price, <u>contractor is to be paid 50% of the estimated costs to perform the Work.</u></p> <p>8.2.2</p>	<p>Allows for billing incremental <u>cost</u> of labor, material, etc. <u>plus a mark-up of 15% for overhead and profit</u>, except <u>subcontracted work</u> where contractor's mark-up is 5%.</p> <p>12.01 (C) 2 (c)</p>
	<b>Defined Terms</b>	
<p>Unless the parties agree otherwise, <u>words and phrases used in the contract documents shall be construed as having their recognized meanings. Specific words and phrases are defined throughout A201 and capitalized thereafter.</u></p> <p>1.2.3, 1.3.1</p>	<p><u>Provides a section containing definitions for 20 words and phrases used as defined terms throughout the AGC 200. Any terms having well-known technical or trade meanings will ordinarily be interpreted per those meanings.</u></p> <p>2.3</p>	<p><u>Provides a separate section showing the meaning of more than 50 words and phrases that are capitalized when used as defined terms throughout EJCDC C-700.</u></p> <p>1.01</p>

AIAA201 (1997)	AGC 200 (2000)	EJCDC C-700 (2002)
<p>If the contractor is delayed for reasons beyond its control, the <u>contract time shall be extended by such reasonable period as the architect may determine. Neither the contractor nor owner is precluded from recovery of damages for delay.</u></p> <p>8.3.1, 8.3.3</p>	<p style="text-align: center;"><b>Delays/Time Extensions</b></p> <p>If the contractor is delayed by any cause beyond its reasonable control, <u>contractor is entitled to a time extension and equitable adjustment in price.</u> In some instances, contractor's price increase is limited to its actual costs without fee. <u>To the extent that owner directed Work sequence changes increase contractor's time and costs, these are to be equitably adjusted.</u></p> <p>6.3.1, 6.3.2, 6.2.2</p>	<p>For time lost due to delays beyond the Contractor's control, the <u>contract time will be extended</u>, provided a claim is filed promptly and approved by the owner. <u>For owner caused delays, disruptions or interference, contractor is entitled to an equitable adjustment in price as well.</u></p> <p>12.03 (A), 12.03 (B)</p>
<p>Owners and architects are entitled to rely on the accuracy and completeness of certifications by contractor-hired designers only if <i>all</i> performance and design criteria are furnished to the contractor and its designer by the owner or architect. Such delegated services must be required by the contract and not be in violation of law.</p> <p>3.12.10</p>	<p style="text-align: center;"><b>Design Delegation</b></p> <p>If professional services are required of the contractor, the owner must indicate <i>all</i> performance and design criteria to be satisfied. The owner and A/E shall be entitled to rely on the adequacy, accuracy and completeness of such services. Any such services shall not be in violation of law.</p> <p>3.15</p>	<p>A new section mirrors similar provisions in A201 and AGC 200 in that delegated design services must be required by contract and not in violation of law. The owner and engineer must specify <i>all</i> performance and design criteria such services must satisfy for them to rely on the adequacy, accuracy and completeness of contractor designed services.</p> <p>6.21</p>
<p><u>Claims</u> not resolved by the architect are subject first to mediation and, if <u>still not resolved, to arbitration</u> in accordance with the construction industry rules of the American Arbitration Association. <u>Disputes between the contractor and entities other than the owner, such as contractor-subcontractor disputes, are not decided by the architect.</u></p> <p>4.5, 4.6, 4.4.1</p>	<p style="text-align: center;"><b>Dispute Resolution</b></p> <p><u>The parties agree to endeavor settling disputes first by direct discussions.</u> Unresolved disputes then become subject to mediation under American Arbitration Association rules. <u>If still not settled, the parties must use the method selected from options in Exhibit 1 (Dispute Review Board, Advisory Arbitration, Mini Trial, Binding Arbitration or Litigation).</u> Contractor's lien rights are not limited by any <u>dispute resolution provision.</u></p> <p>12.2,12.3, 12.4, 12.7</p>	<p><u>Claims are submitted initially for the engineer's decision.</u> The owner or contractor may request mediation before the decision becomes final and binding. If not resolved by good faith mediation within 60 days, <u>the engineer's decision becomes final unless, within 30 days, (1) one party gives written notice of its intent either to litigate or to opt for the ADR process in the contract or (2) both parties agree to an ADR process</u></p> <p>16.01</p>
<p><u>No arbitration shall include, the architect, by consolidation or joinder, without its written consent. Other parties may be included in an arbitration between the owner and contractor, but only under limited circumstances.</u></p> <p>4.6.4</p>	<p style="text-align: center;"><b>Dispute Resolution Expansion</b></p> <p><u>All parties necessary to resolve a claim shall be parties to the same dispute resolution proceeding.</u></p> <p>12.5</p>	<p>Subject <u>not addressed</u></p>

AIA A201 (1997)	AGC 200 (2000)	EJCDC C-700 (2002)
	<b>Electronic Data</b>	
<p>Drawings, specifications and other <u>documents, including those in electronic form, prepared by the architect are Instruments of Service through which the Work to be executed by the contractor is described.</u></p> <p>1.6.1</p>	<p>Subject <u>not addressed</u></p>	<p>Data to be relied upon are limited to printed material. <u>Files in electronic format are only for the convenience of the receiving party. Hard copies govern over electronic files in the event of discrepancies. Transferring party is not liable for compatibility, usability or readability of software application transmittals.</u></p> <p>3.06 (A)</p>
	<b>Errors and Omissions</b>	
<p><u>Design errors and omissions noted by the contractor are to be reported promptly to the architect.</u> The contractor is not required to ascertain that the contract documents are in accordance with applicable laws, codes or similar requirements, but any known nonconformity is to be reported promptly by the contractor to the architect.</p> <p>3.2.2</p>	<p>Any <u>errors, omissions or inconsistencies</u> discovered by the contractor <u>shall be reported promptly to the owner.</u> This requirement does not create an affirmative responsibility to detect such discrepancies. <u>The owner must promptly advise what action to take about these defects.</u></p> <p>3.3.2</p>	<p><u>Requires contractor to carefully study and compare the contract documents and promptly report to the engineer any conflict, error, ambiguity or discrepancy</u> before proceeding with any Work affected. Contractor shall not be liable to the owner or engineer for failure to report discrepancies unless the contractor should have known about them.</p> <p>3.03 (A)</p>
	<b>Hazardous Materials Definition</b>	
<p>Refers to <u>materials and substances, not limited to asbestos or PCBs that may cause foreseeable bodily injury or death</u> to persons at an affected area at the job site.</p> <p>10.3.1</p>	<p>Defines hazardous materials as being <u>any substance or material identified as hazardous under any federal, state or local law or regulation</u> or otherwise subject to regulations governing handling, disposal or clean up. The broad definition would even include tobacco smoke.</p> <p>3.13.1</p>	<p>Hazardous environmental conditions are defined as the <u>presence at the job site of asbestos, PCB's, petroleum, hazardous waste and radioactive material in such quantities or circumstances as to present a substantial danger.</u></p> <p>1.01 (22)</p>
	<b>Hazardous Liability</b>	
<p>Except for materials and substances brought to the job site by the contractor without being required to do so by the contract documents, the <u>owner indemnifies</u> the contractor, subcontractors and architect for injury or death due to hazardous materials that are not rendered harmless – <u>provided such loss is not due to the sole negligence of the indemnified party.</u></p> <p>10.3.3, 10.4</p>	<p><u>Owner indemnifies the contractor, its subcontractors and sub-subcontractors to the extent not caused by their negligent acts or omissions, against losses arising out of the Work in an area affected by hazardous materials, including a duty to defend claims against an indemnified party.</u></p> <p>3.13.6</p>	<p><u>The owner and contractor each indemnify the other, plus the engineer and all subcontractors,</u> for losses relating to a hazardous environmental condition, <u>excluding the consequences of an individual's or entity's own negligence.</u></p> <p>4.06 (G), 4.06 (H)</p>



AIA A201 (1997)	AGC 200 (2000)	EJCDC C-700 (2002)
<b>Indemnity</b>		
<p>Except for losses covered by <u>PMPL insurance, contractor indemnifies owner and architect for losses</u> attributable to bodily injury, death or property damage (other than the Work itself), but <u>only to the extent caused by the negligent acts or omissions of the contractor</u> or its subcontractors or others employed directly or indirectly by the contractor. <u>The indemnity does not include a duty for the contractor to defend claims against others.</u></p> <p>3.18.1</p>	<p><u>A dual hold harmless scheme is used whereby the contractor indemnifies the owner and A/E while the owner indemnifies the contractor and its subcontractors for bodily injury, death and property damage (other than the Work itself) to the extent of losses that might arise from the indemnifying parties negligent acts or omissions. Each of their indemnification obligations includes a duty to defend claims against an indemnified party</u></p> <p>10.1.1, 10.1.2</p>	<p><u>Contractor indemnifies owner and engineer for losses arising out of or relating to performance of the Work, limited to bodily injury, death or property damage (other than the Work itself), but only to the extent caused by the negligent act or omission of the contractor, or its subcontractors or suppliers. There is no duty for contractor to defend claims against others. A limitation on indemnity of the engineer is added, as well as for patent infringement and adjacent property.</u></p> <p>6.20, 6.07 (B), 6.11 (A) 3</p>
<b>Insurance</b>		
<p>Contractor is required to maintain workers compensation, general liability and related insurance for its operations, <u>including completed operations</u>. The owner is responsible for maintaining its usual liability coverage. <u>The owner is not allowed to require that the contractor include the owner, architect or others as additional insureds. The owner may optionally require the contractor to maintain Project Management Public Liability (PMPL) as primary coverage for the owner's, architect's and contractor's vicarious liability. Allows owner to require completed operations coverage if reasonably available.</u></p> <p>11.1.1,11.2.1,11.3, 11.1.3</p>	<p>Since AGC 200 is a combination contract form and general conditions, space is provided in the contract section for the owner to insert the dollar minimum coverage relating to workers compensation and public liability insurance. <u>The contractor's primary CGL coverage is required to name the owner as an additional insured for liability arising out of the Work. This coverage must also include completed operations.</u></p> <p>10.3</p>	<p>Contractor is required to maintain workers compensation and general liability insurance. <u>Except for any customary professional liability exclusion, the contractor must include as additional insureds the owner, engineer and any others that are named in the Supplementary Conditions – including completed operations coverage for at least 2 years following final payment. Insurance afforded to additional insureds must provide primary coverage for all covered claims.</u></p> <p>5.04</p>
<b>Interim Changes</b>		
<p><u>Construction change directives, prepared by the architect and signed by the owner and architect, may be used in the absence of total agreement on the terms of a change order. Progress payments are permitted for the amount of items not in dispute. When full agreement is reached, the change directive is converted to a change order.</u></p> <p>7.3</p>	<p><u>The owner may issue a written interim directed change prior to reaching agreement with the contractor on adjustment to contract price or time. Pending resolution, owner must pay contractor 50% of its estimated cost to perform the Work in question. Once full agreement is reached, a change order replaces the interim directed change.</u></p> <p>8.2</p>	<p><u>A work change directive, recommended by the engineer and signed by the owner, is authorized to cover additions, deletions and revisions in the Work, plus differing site conditions and emergencies. These directives do not change the contract price or time, but rather contemplate issuance of a subsequent change order.</u></p> <p>10.01, 1.01 (A) 52</p>

AIA A201 (1997)	AGC 200 (2000)	EJCDC C-700 (2002)
<b>Interest</b>		
<p>Payments due but unpaid bear <u>interest at such rates as the parties agree upon in writing or otherwise at the legal rate</u> prevailing at the place where the project is located.</p> <p>13.6.1</p>	<p>Payments due but not paid bear <u>interest at the prime rate</u> prevailing at the place of the project.</p> <p>9.9</p>	<p>Interest is <u>not addressed</u>.</p>
<b>Lien Information</b>		
<p><u>Owner must provide contractor information</u> to evaluate or enforce contractor's mechanic's lien rights <u>within 15 days of written request</u>. It must include a correct statement of job site property and the owner's interest in it.</p> <p>2.1.2</p>	<p><u>Owner is required to provide information</u> needed to give notice of or to enforce mechanics lien rights and stop notices <u>within 7 days of written request</u>. This must include owner's interest in the realty and record legal title.</p> <p>4.5</p>	<p><u>Upon reasonable written request, owner must furnish contractor with current statement of legal title and legal description of the land</u> and owner's interest in it as necessary for giving notice of or filing a mechanics lien on such property.</p> <p>4.01 (B)</p>
<b>Lien Waivers</b>		
<p><u>Contractor's payment applications must warrant that, to the best of contractor's knowledge and belief, all Work covered by prior owner payments is free and clear of all liens</u>. This helps to protect the owner against diversion of its payments.</p> <p>9.3.3</p>	<p><u>If required by owner, contractor must accompany its payment application with partial lien waivers and affidavits from its subcontractors and suppliers</u> for completed Work. Such waivers are <u>conditional upon payment</u>.</p> <p>9.2.3.1</p>	<p><u>Payment applications must confirm that the owner has received the materials free and clear of all liens</u>.</p> <p>14.02 (A) 1, 14.03</p>
<b>Overtime</b>		
<p>Working hours <u>not addressed</u></p>	<p>Working hours <u>not addressed</u></p>	<p>Generally, all Work shall be performed during regular working hours, and <u>the contractor may not permit work to be performed on Saturday, Sunday or a legal holiday without owner's written consent</u>, which shall not be unreasonably withheld.</p> <p>6.02 (B)</p>
<b>Owner Assignment to Lender</b>		
<p>The <u>owner</u>, without consent of contractor, <u>may assign the contract to the institutional lender</u> providing project financing <u>as long as the lender assumes all owner rights and obligations</u> under the contract documents.</p> <p>13.2.2</p>	<p><u>Owner may assign the contract</u> without contractor's consent <u>to the institutional lender</u> financing the project <u>as long as the assignment is no less favorable to the contractor than the owner-contractor agreement</u>.</p> <p>13.1</p>	<p>Subject not addressed.</p>

AIA A201 (1997)	AGC 200 (2000)	EJCDC C-700 (2002)
<p><u>Owner must</u>, upon contractor's written request, <u>provide reasonable evidence that financial arrangements have been made to fulfill owner's contract obligations</u>. The furnishing of this evidence is a condition precedent to contractor's commencement or continuation of the Work. Owner may not materially vary these financial arrangements without written prior notice to the contractor.</p> <p>2.2.1</p>	<p><b>Owner Project Financing</b></p> <p><u>Owner must provide evidence of project financing</u> upon written request of the contractor. Furnishing of this evidence is a condition precedent to contractor's commencing or continuing the Work. Contractor must be notified prior to any material change in financing of the project.</p> <p>4.2</p>	<p><u>If and to the extent that owner has agreed to furnish contractor with reasonable evidence that financing arrangements have been made to satisfy owner's contract obligations, such owner responsibility is to be set forth in the Supplementary General Conditions.</u></p> <p>8.11</p>
<p>Owner is entitled to hold back payments due to (1) defective Work, (2) third party claims filed or anticipated, (3) failure of contractor to pay its subs properly, (4) evidence that Work cannot be completed for the balance not yet paid, (5) damage to owner property, (6) evidence of late completion and inadequate balance to cover liquidated damages and (7) persistent failure to carry out the Work per contract.</p> <p>9.5.1</p>	<p><b>Owner Payment Reductions</b></p> <p>Owner is entitled to adjust or reject a payment application or to nullify a previously issued one for all of the causes stated in AIA A201 with the important exception of Item #2 (third party claims filed or anticipated). AGC 200 does not address third party claims except to say that the contractor must cause removal of any liens by its subcontractors or suppliers within 30 days.</p> <p>9.3, 9.2.3.2</p>	<p>Owner may refuse to make full payment because of (1) claims against the owner on account of contractor's performance, (2) unbonded liens, (3) contractual set-off's available to the owner, (4) defective or damaged Work, (5) pending contract price reductions or (6) <u>engineers knowledge of events justifying hold back of payments.</u></p> <p>14.02 (D), 14.02 (B) 5d</p>
<p>If the contractor defaults or neglects to carry out its Work following a 7-day notice, owner may issue <u>a second written notice requiring contractor to commence and continue correction of any deficiencies within a 3-day period</u>. Should the contractor fail to do so, the owner may have these deficiencies corrected and charge the cost to the contractor.</p> <p>2.4.1</p>	<p><b>Owner's Takeover of Work</b></p> <p>Unlike the dual notice procedures in AIA A201, AGC 200 provides <u>only a single 7-day period</u> for the contractor to commence and continue satisfactory correction of any default with diligence and promptness. Otherwise, the owner, without further notice, is entitled to correct the default and to deduct the correction costs from payments to the contractor.</p> <p>11.2</p>	<p>In the event of a material default by the contractor, the owner has the option of <u>terminating the contract for cause and carrying out completion of the Work at the contractor's expense. Only a single 7-day written notice of intent to terminate is required</u> for this action. However, termination will not occur if contractor begins within 7 days of the intent to terminate notice to correct a deficiency and to complete the cure within 30 days.</p> <p>15.02 (B), 15.02 (D). 13.09</p>

<b>AIA A201 (1997)</b>	<b>AGC 200 (2000)</b>	<b>EJCDC C-700 (2002)</b>
	<b>Payment – Stored Material</b>	
<p>Unless otherwise provided in the contract documents, <u>payment is to be made for material delivered and suitably stored at the job site and</u>, if approved in advance by the owner, for material suitably stored <u>at a location agreed upon in writing.</u></p> <p>9.3.2</p>	<p>Unlike AIA A201, <u>owner approval is required in advance of contractor’s payment applications to include the value of material suitably stored either on-site or off-site.</u></p> <p>9.2.2</p>	<p><u>Lacks specific authority for contractor to bill for stored material</u>, but does identify documentation if payment is requested for material and equipment delivered and suitably <u>stored at the job site or at an owner approved off-site location</u></p> <p>14.02 (A)</p>
	<b>Performance Standards</b>	
<p>The contractor is obligated to use its <u>best skill and attention</u> in performing the Work in accordance with the contract documents. <u>Work is to be free of defects not inherent in the quality required or permitted.</u></p> <p>3.1.2, 3.3.1, 3.5.1</p>	<p>Work is to be performed in accordance with the contract documents <u>in a workmanlike manner using only skilled persons</u> to perform the Work. <u>Work is to be free of material defects not intrinsic in the design or materials required by contract.</u></p> <p>3.5, 3.4.3, 3.8.1</p>	<p>Contractor must apply <u>such skills and expertise as may be necessary</u> to perform the Work in accordance with the contract documents.</p> <p>6.01 (A)</p>
	<b>Property Insurance – On Site</b>	
<p>Unless otherwise provided, the <u>owner is to maintain “all risk” or equivalent coverage</u>, including the interest of the owner, contractor, subcontractors, and sub-subcontractors <u>for the initial contract amount plus contract modifications</u>. Coverage is to include without limitation fire, theft, vandalism, malicious mischief, collapse, earthquake, <i>flood</i>, windstorm, falsework, testing and start up, temporary buildings, etc.</p> <p>11.4.1, 11.4.1.1</p>	<p><u>Owner must obtain builders risk or all risk coverage for the full replacement cost at the time of loss</u> covering risks including at least fire, lightning, explosion, windstorm, hail, smoke, aircraft and vehicles, riot, <i>flood</i>, civil commotion, theft, vandalism, etc. <u>plus damage resulting from defective design, workmanship or material</u>. <u>Contractor indemnifies owner for damage to owner’s existing adjacent property.</u></p> <p>10.4.1, 10.4.4</p>	<p>Unless otherwise provided, <u>owner shall procure and maintain a builders risk “all risk” or open peril or special causes of loss policy form for the full replacement cost of job site losses</u>, including the perils of fire, lightning, extended coverage, theft, vandalism, malicious mischief, earthquake, collapse, debris, demolition, water damage (<i>except flood</i>), testing and start up, false work and temporary buildings.</p> <p>5.06 (A)</p>
	<b>Property Insurance – Off Site</b>	
<p><u>Property insurance must cover portions of Work stored off site and also Work in transit.</u></p> <p>11.4.1.4</p>	<p>Although property insurance is required for the entire project, <u>no mention is made of materials stored off site or in transit.</u></p> <p>10.4.1</p>	<p><u>Coverage is to include materials and equipment in transit and stored at another location</u> agreed to by the owner in writing.</p> <p>5.06 (A) 2, 5.06 (A) 4</p>
	<b>Property Insurance – Deductibles</b>	
<p>If the property insurance requires deductibles, the <u>owner must pay any costs not covered because of these deductibles.</u></p> <p>11.4.1.3</p>	<p><u>The owner is solely responsible for any deductible amounts or coinsurance penalties.</u></p> <p>10.4.1</p>	<p><u>Owner is not responsible</u> to insure for deductible amounts. <u>Risk of loss within this amount is borne by contractor.</u></p> <p>5.06 (D)</p>

AIA A201 (1997)	AGC 200 (2000)	EJCDC C-700 (2002)
	<b>Property Insurance Subrogation Waiver</b>	
<p>The owner and contractor waive <u>all rights against the other</u> and any of their subcontractors, architects, sub-subcontractors, agents and employees for damages caused by fire or other perils to the extent covered by property insurance applicable to the Work</p> <p>11.4.7</p>	<p>The owner and contractor waive <u>all rights against the other</u>, plus their employees, agents, contractors, subcontractors and sub-subcontractors, for damages caused by risks covered by property insurance for the project.</p> <p>10.4.3</p>	<p>All insurance policies shall state that the insurers will have no right of recovery against any of the other insureds. <u>Owners and contractors waive all rights against one another</u> and their employees, agents, consultants, subcontractors, etc. for losses covered by property insurance applicable to the Work.</p> <p>5.07</p>
	<b>Relationship of Parties</b>	
<p>Topic <u>not addressed</u></p>	<p>The owner and contractor agree to proceed on the basis of <u>mutual trust, good faith and fair dealing</u>. Both further agree to <u>promote harmony and cooperation among all project participants</u>.</p> <p>2.1, 2.1.1</p>	<p>Topic <u>not addressed</u>.</p>
	<b>Retainage</b>	
<p>Contractors' payment applications are to reflect retainage if provided for in the contract documents. <u>Contractor is obligated to withhold from payments to its subcontractors only the percentage actually retained by the owner</u> for the sub's portion of the Work. <u>Upon substantial completion, owner shall make payment of retainage applying to such Work or designated portion of the Work, less the cost to complete any unfinished Work</u>.</p> <p>9.3.1, 9.6.2, 9.8.5</p>	<p>Provides space to enter the percentage of retainage. <u>Once an early finishing sub has satisfactorily completed its Work, the owner may release retainage for that portion of the Work. After the project is 50% complete, the owner is to withhold no further retainage. Upon substantial completion, owner pays the retainage balance less 200% of estimated cost to complete all Work. In lieu of retainage, the contractor may furnish securities, with interest on these going to the contractor.</u></p> <p>9.2.4, 9.6.4</p>	<p>The amount of retainage applying to progress payments is to be stipulated in the owner-contractor agreement. <u>Presumably, retainage is not payable by the owner to the contractor until all requirements for final payment have been satisfied. There are no provisions allowing partial release of retainage upon achievement of milestone events such as substantial completion.</u></p> <p>14.02 (A) 3, 14.07</p>
	<b>Safety</b>	
<p>The contractor is responsible for initiating, maintaining and supervising safety precautions and programs for the overall Work. However, <u>the contractor must require that each sub, to the extent of its Work, assume toward the contractor all obligations for safety</u> that the contractor assumes to the owner.</p> <p>10.1.1, 5.3.1</p>	<p>While the contractor has overall responsibility for safety precautions and programs, this <u>does not relieve subcontractors of their responsibility for the safety of persons or property, nor for compliance with all applicable laws and regulations</u></p> <p>3.11.1</p>	<p><u>The contractor is solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Damage, injury or loss caused, in whole or in part by the contractor, any sub, supplier or other party employed by them, must be remedied by contractor.</u></p> <p>6.13</p>

<b>AIA A201 (1997)</b>	<b>AGC 200 (2000)</b>	<b>EJCDC C-700 (2002)</b>
<p>Upon contract award, the <u>contractor is obligated to prepare and submit for the owner's and architect's information a construction schedule</u> for the Work within the time limits under the contract <u>and to revise the schedule at appropriate intervals</u> to reflect changed circumstances. Work is to be performed in accordance with the most recent schedule.</p> <p>3.10</p>	<p><b>Schedule of Work</b></p> <p>The <u>contractor must submit a schedule</u> of the Work <i>to the owner</i> before the first application for payment. <u>Upon owner's approval</u> of the schedule, contractor will comply with it. <u>Contractor is to update the schedule monthly or at appropriate intervals</u> to reflect changed conditions. The schedule is defined as the document showing beginning and completion dates for various parts of the Work and dates on which owner information and approvals are required.</p> <p>6.2.1, 2.3.15</p>	<p>Within 10 days of contract award, <u>contractor must submit a preliminary progress schedule to the engineer</u> showing starting and completion dates for stages of the Work. This schedule is then discussed at a conference among the owner, contractor, engineer and perhaps others. <u>The progress schedule must be acceptable to the engineer prior to any progress payments.</u> Contractor must adhere to the <u>schedule as adjusted from time to time.</u> Contractor is solely responsible for scheduling the work of its subs and suppliers. 2.05, 2.06, 2.07, 6.04, 6.06 (D)</p>
<p>(1) <u>The owner or architect may require copies of subs' and suppliers requisition copies to substantiate contractors' payment application amounts and to confirm flow through of retainage release.</u> (2) <u>Contractor payment applications may not include amounts that the contractor does not intend to pay a sub, supplier or others who perform the Work.</u> (3) <u>Except for fully bonded jobs, owner payments for subcontracted Work are to be held in trust by the contractor and used solely for payment to the subs, suppliers or others who performed the Work or furnished materials.</u> (4) <u>The architect is obligated, upon request, to provide subs with information about the percentage or amount approved for payment by the owner for the subcontractor's portion of Work</u></p> <p>9.3.1, 9.3.1.2, 9.6.3, 9.6.7</p>	<p><b>Subcontractor Protections</b></p> <p><u>Does not provide any similar subcontractor/supplier protections.</u></p>	<p><u>Does not provide any similar subcontractor/supplier protections.</u></p>

AIA A201 (1997)	AGC 200 (2000)	EJCDC C-700 (2002)
<b>Subcontractors - Terms</b>		
<p>Contractors are required to bind each of their subcontractors to terms of the owner-contractor contract documents. This <u>includes assumption by subs of all responsibilities and subs being accorded the benefit of all contractor's contractual rights, remedies and redress. Contractor is required to provide copies of these documents to the subs and identify any terms of the proposed subcontract agreement that might be at variance with the contract documents. These same general contract obligations and benefits flow through to the lower tiers.</u></p> <p>5.3.1</p>	<p><u>The contractor agrees to bind every subcontractor and material supplier to all provisions of the prime contract documents that apply to the sub's or supplier's portion of the Work and to require that subcontractors similarly bind lower tier entities.</u></p> <p>5.3</p>	<p>All work by subcontractors and suppliers must be pursuant to agreements specifically <u>binding them to applicable terms of the contract documents for the benefit of the owner and engineer. Subcontractors are defined as including entities having contracts with the contractor or one of its subcontractors. Contractor must require that all subcontractors, suppliers and others communicate with the engineer through the contractor.</u></p> <p>6.06 (G), 6.06 (E)</p>
<b>Substantial Completion</b>		
<p><u>Substantial completion occurs when the architect certifies that the Work, or a designated portion of the Work, is sufficiently complete so that the owner can occupy or utilize such Work for its intended purpose. Upon substantial completion, the architect establishes the duties of the owner for security, maintenance, utilities, insurance, etc. Warranties commence on this date, and owner is obligated to release retainage except for the estimated cost of incomplete Work or Work not in compliance with the contract.</u></p> <p>9.8</p>	<p><u>Substantial completion occurs when the owner and contractor sign a Certificate of Substantial Completion indicating that the Work, or a designated portion, is sufficiently complete for owner use or occupancy. The certificate establishes their respective duties for interim items such as security, maintenance, utilities, insurance and damage to the Work. Unless the contract says otherwise, warranties begin on this date and retainage is payable, less 200% of estimated cost to complete or correct remaining items of Work.</u></p> <p>2.3.17, 9.6.2</p>	<p><u>Substantial completion occurs when, in engineer's opinion, the Work (or a specified part of the Work) can be used for its intended purposes. Owner has 7 days to agree or disagree with engineer's certification. Engineer also recommends a division of owner and contractor responsibilities for security, operation, safety/ protection, maintenance, utilities, insurance, warranties, etc. Owner may exclude contractor from the site after substantial completion except to complete/correct Work. Retainage release at substantial completion is not addressed.</u></p> <p>101 (A) 45, 14.04</p>
<b>Surety Bonds</b>		
<p>The owner may require the contractor to supply performance and payment bonds. <u>Subs may obtain a payment bond copy upon request to the contractor. The required bond amount is to be stated in the general contract.</u></p> <p>11.5</p>	<p>Space is provided to show if performance and payment bonds are required. <u>The penal sum of the payment bond is to be equal to the amount of the performance bond. No mention is made of copies being available for subs.</u></p> <p>10.7.1</p>	<p><u>Performance and payment bonds are required for at least the contract amount. The surety must be on the U. S. Treasury Department's approved list. No mention is made about bond copies being furnished to subs.</u></p> <p>5.01</p>

AIA A201 (1997)	AGC 200 (2000)	EJCDC C-700 (2002)
<b>Taxes</b>		
<p>Contractor must pay sales, use and similar taxes enacted when bids are received or negotiations concluded. <u>Implied, but not stated, is contractor's entitlement to reimbursement for subsequent tax rate increases.</u></p> <p>3.6.1</p>	<p>Contractor must pay all applicable taxes enacted when bids are received or negotiations concluded. <u>The contract price is to be equitably adjusted for later tax increases.</u></p> <p>3.17.3</p>	<p>Contractor must pay all sales, consumer, use and similar taxes that are applicable during performance of the Work. <u>However, changes in laws not known at the time of contract, are subject to price adjustment.</u></p> <p>6.10, 6.09 (C)</p>
<b>Termination for Cause -- Owner</b>		
<p><u>The owner, upon certification of sufficient cause by the architect, may terminate the contractor following a 7-day notice</u> to the contractor and surety, if any. The owner may then finish the Work at the contractor's expense. <u>There is no second notice or cure opportunity for the contractor.</u></p> <p>14.2.2</p>	<p>If the contractor fails to commence and satisfactorily continue correction of a default <u>within 7 days after owner's notice to cure, the owner may terminate following a second 14-day notice, absent appropriate corrective action.</u> The owner is then entitled to complete the Work at contractor's expense.</p> <p>11.3.1</p>	<p><u>Owner may terminate the contract for cause upon providing the contractor with 7 days notice of intent</u> to do so. <u>However, such termination is not allowed if contractor begins, within 7 days of the notice, to correct the cited failures, and proceeds diligently to cure them within 30 days from receipt of the notice.</u> Otherwise, costs to complete, as certified by the engineer, are charged to the contractor</p> <p>15.02</p>
<b>Termination for Convenience</b>		
<p><u>The owner is entitled to terminate the contract at any time for its convenience and without cause.</u> If the owner elects to do so, the <u>contractor is to be paid</u> for (1) Work completed, (2) costs related to the owner termination and (3) <u>overhead and profit on Work not executed.</u></p> <p>14.4.1, 14.4.3</p>	<p><u>The owner may, without cause, terminate the contract</u> upon written notice to the contractor. Contractor agrees to minimize further costs. <u>Contractor is to be paid for</u> (1) Work performed to date, (2) any proven additional costs and (3) <u>a stated premium dollar amount to be inserted in the owner-contractor agreement</u></p> <p>11.4.1, 11.4.2</p>	<p><u>The owner may terminate the contract, without cause, upon 7 days written notice to contractor and engineer. Contractor is then to be paid for:</u> (1) Work performed to date plus fair and reasonable overhead and profit on that Work, (2) expenses sustained prior to termination for uncompleted Work plus fair and reasonable overhead and profit on those expenses, (3) cost of terminating contracts with subcontractors and suppliers and (4) those reasonable expenses directly caused by the termination. <u>Contractor is not entitled to payment for anticipated profits or other economic loss resulting from the termination.</u></p> <p>15.03</p>



AIA A201 (1997)	AGC 200 (2000)	EJCDC C-700 (2002)
<p>Contractor may terminate the contract, upon 7 days written notice, if the Work is stopped for various reasons not the fault of the contractor for 30 consecutive days or, without fault of the contractor, the entire Work is stopped for 120 days in any 365-day period. <u>Reasons include owner failure to make timely payment or to furnish reasonable evidence of adequate project financing.</u> Termination by contractor is also permitted for 60- day Work stoppage for owner default. <u>The contractor is entitled to payment for Work executed, proven losses and reasonable overhead, profit and damages.</u></p> <p>14.1</p>	<p><b>Termination by Contractor</b></p> <p>Upon 7 days written notice, contractor may terminate the contract if Work is stopped for 30 days for various causes and provided the contractor is not at fault. Contractor may also terminate for: (1) <u>owner failure to provide evidence of adequate project financing,</u> (2) assignment by owner over contractor’s reasonable objection, (3) <u>failure to meet payment obligations</u> and (4) material breach of the contract. <u>Contractor is then entitled to payment for Work executed, proven losses and reasonable overhead and profit on Work not performed.</u></p> <p>11.5</p>	<p>If the contractor is without fault, the contractor may terminate the contract upon 7 days written notice if (1) Work is suspended 90 consecutive days by owner or court/governmental order, (2) the engineer fails to act on a payment application within 30 days or (3) <u>the owner fails to pay contractor within 30 days of engineer’s approval.</u> Termination authority does not apply if engineer or owner remedies a failure within the notice period. <u>Contractor, upon termination, is entitled to the same set of payments allowed in 15.03 for owner termination for convenience (see above).</u></p> <p>15.04</p>
<p>Unless the contractor provides a payment bond in the full penal sum of the contract, <u>monies received by the contractor from the owner for properly performed Work of subcontractors and suppliers must be held in trust for payment to them. Commingling with other funds is allowed.</u> <i>AIA’s A201-1997 Commentary clarifies the trust intent of 9.6.7.</i></p> <p>9.6.7</p>	<p><b>Payment Use Restrictions</b></p> <p>Subject <u>not addressed</u></p>	<p>Subject <u>not addressed</u></p>
<p>Contractor’s warranty correction period extends for a period of one year from the date of substantial completion, except that the one-year period for work performed after substantial completion shall commence from the date of actual performance of such work. <u>The correction period is not extended for corrective Work performed by the contractor.</u></p> <p>12.2.2.1, 12.2.2.2, 12.2.2.3</p>	<p><b>Warranty Correction Period</b></p> <p>Contractor’s warranty for correction of defective Work is for one year from the date of substantial completion for Work performed up to that date. For Work performed later, the one-year warranty correction period is extended accordingly. <u>Correction periods are not extended for corrective Work performed by contractor.</u></p> <p>3.9.1, 3.9.2</p>	<p>The warranty correction period is for one year after substantial completion (or such longer period required by contract). <u>Where defective Work is corrected or replaced, the warranty on such Work is extended for one year from satisfactory completion of such correction or replacement.</u> No exception is shown for Work originally completed before substantial completion.</p> <p>13.07</p>

AIA A201 (1997)	AGC 200 (2000)	EJCDC C-700 (2002)
<b>Warranty Continuation</b>		
<p>The time limitations for warranty correction have no effect on the time within which legal proceedings may be commenced to establish the contractor's liability with respect to its obligations other than specifically to correct deficient Work. <u>Any applicable statute of limitations is deemed to run in addition to warranty correction requirements.</u></p> <p>12.2.5, 13.7.1</p>	<p>The one-year period for correction of defective Work <u>does not constitute a limitation period with respect to enforcement of contractor's other contractual obligations.</u></p> <p>3.9.6</p>	<p>Contractor's correction period obligations are <u>not to be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.</u></p> <p>13.07 (E)</p>
<b>Warranty Exclusions</b>		
<p>Contractor's warranty excludes an obligation to remedy damage or defect caused by abuse, modifications by others than contractor, improper or insufficient maintenance, improper operation or normal wear and tear <i>and</i> normal usage.</p> <p>3.5.1.</p>	<p>Contractor's warranty excludes remedies for defects or damages caused by normal wear and tear <i>during</i> normal usage, unintended usage, improper or insufficient maintenance, modifications by others or abuse.</p> <p>3.8.1</p>	<p>Contractor's warranty excludes defects and damage due to abuse, modification, improper maintenance or operation by parties other than the contractor or its subcontractors or suppliers. Normal wear and tear <i>under</i> normal usage is also excluded.</p> <p>6.19</p>
<b>Differing Site Conditions</b>		
<p>If subsurface or other unknown job site conditions differ materially from those generally recognized as inherent in requirements of the contract documents, the contractor is entitled to equitable adjustment in time and price <u>following concurrence by the architect</u> and written notice before proceeding to execute the Work.</p> <p>4.3.4</p>	<p>If job site subsurface or other physical conditions are materially different from those indicated in the contract documents or those ordinarily encountered and recognized as being inherent in the Work, the contractor may be entitled to a change in price and/or time following timely written notice.</p> <p>3.16.2</p>	<p>If any subsurface or physical condition at or contiguous to the site differs materially from that shown in the contract or from conditions ordinarily encountered and generally recognized as inherent in the Work, and the contractor promptly notifies the owner and engineer, the contractor is entitled to claim for an increase in price and/or time.</p> <p>4.03</p>
<b>Joint Drafting</b>		
<p>This subject is <u>not addressed</u> since A201 is not a combination owner-contractor agreement and general conditions.</p>	<p><u>The parties agree that the contract was jointly drafted</u> and that both had an opportunity to negotiate its terms with assistance of counsel. Hence, the contract language is to be construed in a neutral manner.</p> <p>13.6</p>	<p><u>Not addressed</u> since the C-700 document is not a combination owner-contractor agreement and general conditions.</p>

AIA 201 (1997)	AGC 200 (2000)	EJCDC C-700 (2002)
	<b>Progress Payment Timing</b>	
<p>If the owner does not pay the contractor within 7 days after the payment due date in the contract documents, the contractor may, upon 7 additional days written notice, stop its work until payment for the amount owing is received.</p> <p>9.7.1</p>	<p>The owner is to pay the contractor <i>monthly</i> no later than 20 days after contractor has submitted a complete, accurate payment application. If owner does not pay within 7 days of due date, contractor may stop work after providing a 7 day written notice.</p> <p>9.2.1</p>	<p>Owner is obligated to pay contractor within 10 days after engineer's presentation of application of payment duly recommended by the owner. If the owner does not make full payment as recommended, the owner is obligated to give the contractor and engineer an immediate written explanation.</p> <p>14.02 (C) 1, 14.02 (D) 2</p>
	<b>Cleaning Up</b>	
<p>If the contractor fails to clean up as required by contract, the owner may do so and charge its cost to the contractor. <i>No prior notice is required.</i> Should a dispute arise about responsibilities for clean up, owner may perform the clean up, and the architect is to apportion the cost to those responsible.</p> <p>3.15.2</p>	<p>If the contractor fails to begin clean up <i>within 48 hours of owner notification</i> to do so, the owner may implement clean up measures without further notice and deduct the cost from amounts owing to the contractor.</p> <p>3.19.1, 3.19.2</p>	<p>Contractor is required to remove debris to keep the site free from accumulations of waste materials, rubbish and other debris, but <i>does not address owner's right to clean up if contractor fails to do so.</i></p> <p>6.11(3) B &amp; C</p>
	<b>Changes and Claims</b>	
<p>Change orders, prepared by the architect and signed by the owner, contractor and architect, are used for Work changes and adjustments in contract price and/or time. Price changes are to be lump sum, unit price or cost plus reasonable overhead and profit. Claims must be initiated <i>within 21 days after claimant first recognized the condition giving rise to the claim.</i> The architect has authority to order minor changes in the Work not involving adjustments in price or time.</p> <p>7.2.1, 7.3.3, 7.3.5, 4.3.2, 7.4.1</p>	<p>Change orders are used for changes within the scope of the contract upon contractor's request to owner for changes in the Work or timing/sequencing that impact price or time. The owner and contractor shall negotiate in good faith any adjustment in price and/or time. Adjustments are determined by unit price, agreed lump sum or cost plus a fee (either lump sum fee or percentage of cost). Contractor claims must ordinarily be reported <i>within 14 days after contractor first recognized the condition giving rise to the claim.</i></p> <p>Art. 8, 8.1.1, 8.3.1, 8.4</p>	<p>The contract price and time may only be changed by change order. Claims require prompt notification (<i>no later than 30 days after start of an event giving rise to the claim</i>). Supporting data must be delivered within 60 days after the date of such event unless the engineer allows additional time. Price changes are determined by unit prices, agreed lump sum or demonstrated additional cost plus a fee for overhead and profit. For labor, material, etc., this fee is 15%. For subcontracted work, it is 5%.</p> <p>12.01, 12.02, 10.05</p>