

- ACCEPTANCE:** See "Final Acceptance" (AIA)
- ACCIDENT** (insurance terminology): A sudden, unexpected event identifiable as to time and place. See also "Occurrence". (AIA)
- ACOUSTICS:** The science of sound, its production, transmission and effects. (AIA)
- ADDENDUM:** Written or graphic instruments issued prior to the execution of the Contract which modify or interpret the bidding documents, including Drawings and Specifications, by additions, deletions, clarifications or corrections. Addenda will become part of the Contract Documents when the Construction Contract is executed. (AIA)
- ADDITION** (to Contract Sum): Amount added to the Contract Sum by Change Order. See also "Extra". (AIA)
- ADDITION** (to the structure): A construction project physically connected to an existing structure, as distinct from alterations within an existing structure. (AIA)
- ADDITIONAL SERVICES** (of the Architect): Professional services which may, upon the Owner's request or approval, be rendered by the Architect in addition to the Basic Services identified in the Owner-Architect Agreement. (AIA)
- ADDITIVE ALTERNATE:** An alternate bid resulting in an addition to the same bidder's Base Bid. See also "Alternate Bid". (AIA)
- ADMINISTRATION OF THE CONSTRUCTION CONTRACT:** See "Construction Phase--Administration of the Construction Contract". (AIA)
- ADVERTISEMENT FOR BIDS:** Published public notice soliciting bids for a construction project. Most frequently used to conform to legal requirements pertaining to projects to be constructed under public authority, and usually published in newspapers of general circulation in those districts from which the public funds are derived. (AIA)
- AGENCY:** (1) Relationship between agent and principal. (2) Organization acting as agent. (3) Administrative subdivision of an organization, particularly in government. (AIA)
- AGENT:** One authorized by another to act in his stead or behalf. (AIA)
- AGREEMENT:** (1) A meeting of minds. (2) A legally enforceable promise between two or among several persons. (3) On a construction project, the document stating the essential terms of the Construction Contract which incorporates by reference the other Contract Documents. (4) The document setting forth the terms of the Contract between the Architect and Owner or between the Architect and a consultant. See also (1) "Agreement Form"; (2) "Contract". (AIA)
- AGREEMENT FORM:** A document setting forth in printed form the general provisions of an Agreement, with spaces provided for insertion of specific data relating to a particular project. (AIA)
- ALLOWANCE:** See (1) "Cash Allowance"; (2) "Contingency Allowance". (AIA)
- ALTERATIONS:** (1) A construction project (or portion of a project) comprising revisions within or to prescribed elements of an existing structure, as distinct from additions to an existing structure. (2) Remodeling. (AIA)
- ALTERNATE BID:** Amount stated in the bid to be added to or deducted from the amount of the Base Bid if the corresponding change in project scope or alternate materials and/or methods of construction is accepted. (AIA)
- APPLICATION FOR PAYMENT:** Contractor's written request for payment of amount due for completed portions of the Work and, if the Contract so provides, for materials delivered and suitably stored pending their incorporation into the Work.
- APPRAISAL:** Evaluation or estimate (preferably by a qualified professional appraiser) of the market or other value, cost, utility or other attribute of land or other facility. (AIA)
- APPROVAL, ARCHITECT'S:** Architect's written or imprinted acknowledgement that materials, equipment or methods of construction are acceptable for use in the Work, or that a Contractor's request or claim is valid. (AIA)
- APPROVED EQUAL:** Material, equipment or method approved by the Architect for use in the Work, or that a Contractor's request or claim is valid. (AIA)
- ARBITRATION:** Method of settling claims or disputes between parties to a Contract, rather than by litigation, under which an arbitrator or a panel of arbitrators, selected for his or their specialized knowledge in the field in question, hears the evidence and renders a decision. (AIA)
- ARCHITECT:** Designation reserved, usually by law, for a person or organization professionally qualified and duly licensed to perform architectural services, including analysis of project requirements, creation and development of the project design preparation of Drawings, Specifications and bidding requirements, and general administration of the Construction Contract. (AIA)

- ARCHITECT-ENGINEER:** An individual or firm offering professional services as both architect and engineer; term generally used in government contracts, particularly those with the Federal government. (AIA)
- ARCHITECT-IN-TRAINING:** See "Intern Architect". (AIA)
- AREA METHOD (of estimating cost):** Method of estimating probable total construction cost by multiplying the adjusted gross floor area by a predetermined cost per unit of area. (AIA)
- ARTICLE:** (1) A subdivision of a document. (2) In project specifications, the primary subdivision of the Section, often further subdivided into paragraphs, subparagraphs and clauses. (AIA)
- AS-BUILT DRAWINGS:** Use "Record Drawings". (AIA)
- ASSOCIATE (of an office or firm):** A member of an Architect's staff who has a special employment agreement. (AIA)
- ASSOCIATE (or ASSOCIATED) ARCHITECT:** An Architect who has a temporary partnership, joint venture or employment agreement with another Architect to collaborate in the performance of services for a specific project or series of projects. See also "Joint Venture". (AIA)
- ATTORNEY IN FACT:** A person authorized to act for or in behalf of another person or organization, to the extent prescribed in a written instrument known as a Power of Attorney. See also "Power of Attorney". (AIA)
- AWARD:** A communication from an Owner accepting a bid or negotiated proposal. An award creates legal obligations between the parties. (AIA)
- BASE BID:** Amount of money stated in the bid as the sum for which the bidder offers to perform the Work, not including that Work for which Alternate Bids are also submitted. (AIA)
- BASE BID SPECIFICATIONS:** The specifications listing or describing only those materials, equipment and methods of construction upon which the Base Bid must be predicated, exclusive of any Alternate Bids. See also (1) "Specifications", (2) "Closed Specifications". (AIA)
- BASIC SERVICES (of the Architect):** The Architect's Basic Services consist of the following five Phases: Schematic Design; Design Development; Construction Documents; Bidding or Negotiation; and Construction Contract Administration. (AIA)
- BENEFICIAL OCCUPANCY:** Use of a project or portion thereof for the purpose intended. (AIA)
- BENEFITS, MANDATORY & CUSTOMARY:** Personnel benefits required by law (such as social security, workmen's compensation and disability insurance), and by custom (such as sick leave, holidays and vacation), and those which are optional with the respective firm (such as life insurance, hospitalization programs, pension plans and similar benefits). (AIA)
- BID:** A complete and properly signed proposal to do the Work or designated portion thereof for the sums stipulated therein, supported by data called for by the bidding requirements. (AIA)
- BID BOND:** A form of bid security executed by the bidder as Principal and by a Surety. See also (1) "Bid Security", (2) "Surety". (AIA)
- BID DATE:** The date established by the Owner or the Architect for the receipt of bids. See also "Bid Time". (AIA)
- BID FORM:** A form furnished to a bidder to be filled out, signed and submitted as his bid. (AIA)
- BID GUARANTEE:** See "Bid Security". (AIA)
- BID LETTING:** Use "Bid Opening". (AIA)
- BID OPENING:** The opening and tabulation of bids submitted by the prescribed bid time and in conformity with the prescribed procedures. See also "Bid Time". (AIA)
- BID PRICE:** The sum stated in the bid for which the bidder offers to perform the Work. (AIA)
- BID SECURITY:** The deposit of cash, certified check, cashier's check, bank draft, money order or Bid Bond submitted with a bid and serving to guarantee to the Owner that the bidder, if awarded the Contract, will execute such Contract in accordance with the bidding requirements and the Contract Documents. (AIA)
- BID TIME:** The date and hour established by the Owner or the Architect for the receipt of bids. See also "Bid Date". (AIA)
- BIDDER:** One who submits a bid for a prime contract with the Owner, as distinct from a sub-bidder who submits a bid to a prime bidder. Technically, a bidder is not a contractor on a specific project until a contract exists between him and the Owner. (AIA)
- BIDDER, SELECTED:** See "Selected Bidder". (AIA)
- BIDDERS, INVITED:** See "Invited Bidders". (AIA)
- BIDDING DOCUMENTS:** The advertisement or invitation to bid, Instructions to Bidders, the bid form and the proposed Contract Documents including any Addenda issued prior to receipt of bids. (AIA)

- BIDDING OR NEGOTIATION PHASE:** The fourth Phase of the Architect's Basic Services, during which competitive bids or negotiated proposals are sought as the basis for awarding a contract. (AIA)
- BIDDING PERIOD:** The calendar period beginning at the time of issuance of bidding requirements and Contract Documents and ending at the prescribed bid time. See also "Bid Time". (AIA)
- BIDDING REQUIREMENTS:** Those documents providing information and establishing procedures and conditions for the submission of bids. They consist of the notice to bidders or advertisement for bids, Instructions to Bidders, invitation to bid, and sample forms. See also "Bidding Documents." (AIA)
- BILL OF MATERIALS:** See "Quantity Survey". (AIA)
- BODILY INJURY (insurance terminology):** Physical injury, sickness or disease sustained by a person. See also "Personal Injury". (AIA)
- BONA FIDE BID:** Bid submitted in good faith, complete and in prescribed form which meets the conditions of the bidding requirements and is properly signed by someone legally authorized to sign such bid. (AIA)
- BOND:** See (1) "Bid Bond"; (2) "Labor and Material Payment Bond"; (3) "Performance Bond"; (4) "Surety Bond". (AIA)
- BONUS AND PENALTY CLAUSE:** A provision in the Construction Contract for payment of a bonus to the Contractor for completing the Work prior to a stipulated date, and a charge against the Contractor for failure to complete the Work by such stipulated date. (AIA)
- BONUS CLAUSE:** A provision in the Construction Contract for additional payment to the Contractor as a reward for completing the Work prior to a stipulated date. (AIA)
- BOUNDARY SURVEY:** A mathematically closed diagram of the complete peripheral boundary of a site, reflecting dimensions, compass bearings and angles. It should bear a licensed surveyor's signed certificate, and may include a metes and bounds or other written description. (AIA)
- BREAKDOWN, CONTRACTOR'S:** Use "Schedule of Values". (AIA)
- BUDGET, CONSTRUCTION:** (1) The sum established by the Owner as available for construction of the Project. (2) The stipulated highest acceptable bid price or, in the case of a project involving multiple construction contracts, the stipulated aggregate total of the highest acceptable bid prices. (AIA)
- BUDGET, PROJECT:** The sum established by the Owner as available for the entire Project, including the construction budget, land costs, equipment costs, financing costs, compensation for professional services, contingency allowance, and other similar established or estimated costs. (AIA)
- BUILDER'S RISK INSURANCE:** A specialized form of property insurance to cover Work in the course of construction. See also "Property Insurance." (AIA)
- BUILDING CODE:** See "Codes". (AIA)
- BUILDING INSPECTOR:** A representative of a governmental authority employed to inspect construction for compliance with applicable codes, regulations and ordinances. (AIA)
- BUILDING PERMIT:** A permit issued by appropriate governmental authority allowing construction of a Project in accordance with approved Drawings and Specifications. (AIA)
- CARE, CUSTODY AND CONTROL (insurance terminology):** The term used to describe a standard exclusion in liability insurance policies. Under this exclusion, the liability insurance does not apply to damage to property in the care or custody of the insured, or to damage to property over which the insured is for any purpose exercising physical control. (AIA)
- CASH ALLOWANCE:** An amount established in the Contract Documents for inclusion in the Contract Sum to cover the cost of prescribed items not specified in detail, with provision that variations between such amount and the finally determined cost of the prescribed items will be reflected in Change Orders appropriately adjusting the Contract Sum. (AIA)
- CERTIFICATE FOR PAYMENT:** A statement from the Architect to the Owner confirming the amount of money due Contractor for Work accomplished or materials and equipment suitably stored or both. (AIA)
- CERTIFICATE OF INSURANCE:** A memorandum issued by an authorized representative of an insurance company stating the types, amounts and effective dates of insurance in force for a designated insured. (AIA)
- CERTIFICATE OF OCCUPANCY:** Document issued by governmental authority certifying that all or a designated portion of a building complies with the provisions of applicable statutes and regulations, and permitting occupancy for its designated use. (AIA)
- CHANGE ORDER:** A written order to the Contractor signed by the Owner and the Architect, issued after the execution of the Contract, authorizing a Change in the Work or an adjustment in the Contract Sum or the Contract Time. A Change Order may be signed by the Architect alone, provided he has written authority from the Owner for such procedure and that a copy of such written authority is furnished to the Contractor upon request. A Change Order may also be signed by the

- Contractor if he agrees to the adjustment in the Contract Sum or the Contract Time. The Contract Sum and the Contract Time may be changed only by Change Order. (AIA)
- CHANGES IN THE WORK:** Changes ordered by the Owner consisting of additions, deletions or other revisions within the general scope of the Contract, the Contract Sum and the Contract Time being adjusted accordingly. All Changes in the Work, except those of a minor nature not involving an adjustment to the Contract Sum or the Contract Time, should be authorized by Change Order. (AIA)
- CLARIFICATION DRAWING:** A graphic interpretation of the Drawings or other Contract Documents issued by the Architect as part of an Addendum, Modification, Change Order or Field Order. (AIA)
- CLAUSE:** In the AIA Documents, a subdivision of a Subparagraph, identified by four numerals, e.g., 2.2.10.1. (AIA)
- CLERK OF THE WORKS:** Obsolete; use "Project Representative". (AIA)
- CLOSED LIST OF BIDDERS:** See "Invited Bidders". (AIA)
- CLOSED SPECIFICATIONS:** Specifications stipulating the use of specific products or processes without provision for substitution. See also "Base Bid Specifications". (AIA)
- CODES:** Regulations, ordinances or statutory requirements of a governmental unit relating to building construction and occupancy, adopted and administered for the protection of the public health, safety and welfare. (AIA)
- COMPENSATION:** (1) Payment for services rendered or products or materials furnished or delivered. (2) Payment in satisfaction of claims for damages suffered. (AIA)
- COMPLETED OPERATIONS INSURANCE:** Liability insurance coverage for injuries to persons or damage to property occurring after an operation is completed but attributed to that operation. An operation is completed (1) when all operations under the Contract have been completed or abandoned; or (2) when all operations at one project site are completed; or (3) when the portion of the Work out of which the injury or damage arises has been put to its intended use by the person or organization for whom that portion of the Work was done. Completed Operations Insurance does not apply to damage to the completed Work itself. (AIA)
- COMPLETION DATE:** The date established in the Contract Documents for Substantial Completion of the Work. See also (1) "Date of Substantial Completion"; (2) "Time of Completion". (AIA)
- COMPLETION LIST:** See "Inspection List". (AIA)
- COMPLETION, SUBSTANTIAL:** See "Date of Substantial Completion". (AIA)
- COMPREHENSIVE GENERAL LIABILITY INSURANCE:** A broad form of liability insurance covering claims for bodily injury and property damage which combines under one policy coverage for all liability exposures (except those specifically excluded) on a blanket basis and automatically covers new and unknown hazards that may develop. Comprehensive General Liability Insurance automatically includes contractual liability coverage for certain types of contracts. Products Liability, Completed Operations Liability and Broader Contractual Liability coverages are available on an optional basis. This policy may also be written to include Automobile Liability. (AIA)
- COMPREHENSIVE SERVICES:** Professional services performed by the Architect in addition to the Basic Services, in such related areas as project analysis, programming, land use studies, feasibility investigations, financing, construction management and special consulting services. (AIA)
- CONDITIONS OF THE BID:** Conditions set forth in the Instructions to Bidders, the notice or advertisement for bids, the invitation to bidders or other similar documents prescribing the conditions under which bids are to be prepared, executed, submitted, received and accepted. (AIA)
- CONDITIONS OF THE CONTRACT:** Those portions of the Contract Documents which define, set forth or relate to: contract terminology; the rights and responsibilities of the contracting parties and of others involved in the Work; requirements for safety and for compliance with laws and regulations; general procedures for the orderly prosecution and management of the Work; payments to the Contractor; and similar provisions of a general, nontechnical nature. The Conditions of the Contract include General Conditions, Supplementary Conditions, and other Conditions. (AIA)
- CONSENT OF SURETY:** Written consent of the surety on a Performance Bond and/or Labor and Material Payment Bond to such Contract changes as Change Orders or reductions in the Contractor's retainage, or to final payment, or to waiving notification of Contract changes. The term is also used with respect to an extension of time in a Bid Bond. (AIA)
- CONSTRUCTION COST:** The cost of all of the construction portions of a Project, generally based upon the sum of the construction contract(s) and other direct construction costs. Construction Cost does not include the compensation paid to the Architect and consultants, the cost of the land, rights-of-way or other costs which are defined in the Contract Documents as being the responsibility of the Owner. (AIA)

CONSTRUCTION DOCUMENTS: Working Drawings and Specifications. (AIA)

CONSTRUCTION DOCUMENTS PHASE: The third Phase of the Architect's Basic Services. In this Phase the Architect prepares from the approved Design Development Documents, for approval by the Owner, the Working Drawings and Specifications and the necessary bidding information. In this Phase the Architect also assists the Owner in the preparation of bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and the Contractor. (AIA)

CONSTRUCTION INSPECTOR: See "Project Representative". (AIA)

CONSTRUCTION MANAGEMENT: Special management services performed by the Architect or others during the Construction Phase of the Project, under separate or special agreement with the Owner. This is not part of the Architect's Basic Services, but is an additional service sometimes included in Comprehensive Services. (AIA)

CONSTRUCTION PHASE--ADMINISTRATION OF THE CONSTRUCTION CONTRACT: The fifth and final Phase of the Architect's Basic Services, which includes the Architect's general administration of the Construction Contract(s). See also "Contract Administration". (AIA)

CONSULTANT: An individual or organization engaged by the Owner or Architect to render professional consulting services complementing or supplementing the Architect's services. (AIA)

CONTINGENCY ALLOWANCE: A sum designated to cover unpredictable or unforeseen items of Work, or changes subsequently required by the Owner. (AIA)

CONTINGENT AGREEMENT: An Agreement, generally between an Owner and Architect, in which some portion of the Architect's compensation is contingent upon the Owner's obtaining funds for the Project (such as by successful referendum, sale of bonds or securing of other financing), or upon some other specially prescribed condition. (AIA)

CONTRACT: A legally enforceable promise or agreement between two or among several persons. See also "Agreement". (AIA)

CONTRACT ADMINISTRATION: The duties and responsibilities of the Architect during the Construction Phase. (AIA)

CONTRACT DATE: See "Date of Agreement". (AIA)

CONTRACT DOCUMENTS: The Owner-Contractor Agreement, the Conditions of the Contract (General, Supplementary and other Conditions), the Drawings, the Specifications,

all Addenda issued prior to execution of the Contract, all Modifications thereto, and any other items specifically stipulated as being included in the Contract Documents. (AIA)

CONTRACT LIMIT: A limit line or perimeter line established on the Drawings or elsewhere in the Contract Documents defining the boundaries of the site available to the Contractor for construction purposes. (AIA)

CONTRACT SUM: The price stated in the Owner-Contractor Agreement, which is the total amount payable by the Owner to the Contractor for the performance of the Work under the Contract Documents. The Contract Sum can be adjusted only by Change Order. (AIA)

CONTRACT TIME: The period of time established in the Contract Documents within which the Work must be completed. The Contract Time can be adjusted only by Change Order. (AIA)

CONTRACTING OFFICER: The person designated as an official representative of the Owner with specific authority to act in his behalf in connection with a Project. (AIA)

CONTRACTOR: (1) One who contracts. (2) In construction terminology, the person or organization responsible for performing the Work and identified as such in the Owner-Contractor Agreement. (AIA)

CONTRACTOR'S AFFIDAVIT: A certified statement of the Contractor, properly notarized, relating to payment of debts and claims, release of liens, or similar matters requiring specific evidence for the protection of the Owner. See also "Noncollusion Affidavit". (AIA)

CONTRACTOR'S LIABILITY INSURANCE: Insurance purchased and maintained by the Contractor to protect him from specified claims which may arise out of or result from his operations under the Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. (AIA)

CONTRACTOR'S OPTION: Provision of the Contract Documents under which the Contractor may select certain specified materials, methods or systems at his own option, without change in the Contract Sum. (AIA)

CONTRACTUAL LIABILITY: Liability assumed by a party under a contract. An indemnification or "hold harmless" clause is an example of contractual liability. (AIA)

COST BREAKDOWN: See "Schedule of Values." (AIA)

COST PLUS FEE AGREEMENT: An Agreement under which the Contractor (in an Owner-Contractor Agreement) or the Architect (in an Owner-Architect Agreement) is reimbursed for his

direct and indirect costs and, in addition, is paid a fee for his services. The fee is usually stated as a stipulated sum or as a percentage of cost. (AIA)

CRITICAL PATH METHOD (CPM): A charting of all events and operations to be encountered in completing a given process, rendered in a form permitting determination of the relative significance of each event, and establishing the optimum sequence and duration of operations. (AIA)

CUBAGE: The architectural volume of a building; the sum of the products of (1) the areas and (2) the height from the underside of the lowest floor construction system to the average height of the surface of the finished roof above, for the various parts of the building. (AIA)

DATE OF AGREEMENT: The date stated on the face of the Agreement. If no date is stated, it could be the date on which the Agreement is actually signed, if this is recorded, or it may be the date established by the award. Also sometimes referred to as the Contract Date. (AIA)

DATE OF COMMENCEMENT OF THE WORK: The date established in a Notice to Proceed or, in the absence of such Notice, the date of the Agreement or such other date as may be established therein or by the parties thereto. (AIA)

DATE OF SUBSTANTIAL COMPLETION: The date certified by the Architect when the Work or a designated portion thereof is sufficiently complete, in accordance with the Contract Documents, so the Owner may occupy the Work or designated portion thereof for the use for which it is intended. (AIA)

DEDUCTION (from Contract Sum): Amount deducted from the Contract Sum by Change Order. (AIA)

DEDUCTIVE ALTERNATE: An alternate bid resulting in a deduction from the same bidder's Base Bid. See also "Alternate Bid". (AIA)

DEFECTIVE WORK: Work not complying with the Contract requirements. (AIA)

DEFICIENCIES: See "Defective Work". (AIA)

DEPOSIT FOR BIDDING DOCUMENTS: Monetary deposit required to obtain a set of Construction Documents and bidding requirements, customarily refunded to bona fide bidders on return of the documents in good condition within a specified time. (AIA)

DESIGN DEVELOPMENT PHASE: The second Phase of the Architect's Basic Services. In this Phase the Architect prepares from the approved Schematic Design Studies, for approval by the Owner, the Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire Project as to structural, mechanical and electrical systems, materials and such

other essentials as may be appropriate. The Architect also submits to the Owner a further Statement of Probable Construction Cost. (AIA)

DESIGN PROFESSIONS: See "Environmental Design Professions". (AIA)

DETAIL: A drawing, at a larger scale, of a part of another drawing, indicating in detail the design, location, composition and correlation of the elements and materials shown. (AIA)

DIRECT EXPENSE: All items of expense directly incurred by or attributable to a specific project, assignment or task. (AIA)

DIRECT PERSONNEL EXPENSE: Salaries and wages of principals and employees engaged on a project, assignment or task, including mandatory and customary benefits. (AIA)

DIVISION (of the Specifications): One of the sixteen basic organizational subdivisions used in the Uniform System for Construction Specifications, Data Filing and Cost Accounting. (AIA)

DOCUMENT DEPOSIT: See "Deposit for Bidding Documents". (AIA)

DRAWINGS: The portion of the Contract Documents showing in graphic or pictorial form the design, location and dimensions of the elements of a Project. (AIA)

DUE CARE: A legal term indicating the requirement for a professional to exercise reasonable care, skill, ability and judgment in the performance of his duties and services consistent with the level of such services provided by reputable professionals in the same geographical area and at the same period of time. (AIA)

ELEVATION: (1) A two-dimensional graphic representation of the design, location and certain dimensions of the Project, or parts thereof, seen in a vertical plane viewed from a given direction.
(2) Distance above or below a prescribed datum or reference point. (AIA)

EMPLOYER'S LIABILITY INSURANCE: Insurance protection for the employer against claims by employees for damages which arise out of injuries or diseases sustained in the course of their work and which are based on common law negligence rather than on liability under workmen's compensation acts. (AIA)

ENGINEER: See "Professional Engineer". (AIA)

ENGINEERING OFFICER: A person designated, usually by a military component or a corporation, as having authoritative charge over certain specific engineering operations and duties. (AIA)

ENVIRONMENTAL DESIGN PROFESSIONS: The professions collectively responsible for the design of man's physical environment, including architecture, engineering, landscape architecture, urban planning and similar environment-related professions. (AIA)

ERRATUM: Correction of a printing, typographical or editorial error. Not to be confused with Addendum. Plural--Errata. (AIA)

ERRORS AND OMISSIONS INSURANCE: See Professional Liability Insurance. (AIA)

ESTIMATE: See (1) "Estimate of Construction Cost, Detailed"; (2) Statement of Probable Construction Cost". (AIA)

ESTIMATE (Contractor's): (1) A forecast of Construction Cost, as opposed to a firm proposal, prepared by a Contractor for a Project or a portion thereof. (2) A term sometimes used to denote a Contractor's application or request for a progress payment. With respect to (2), see also "Application for Payment". (AIA)

ESTIMATE OF CONSTRUCTION COST, DETAILED: A forecast of Construction Cost prepared on the basis of a detailed analysis of materials and labor for all items of Work, as contrasted with an estimate based on current area, volume or similar unit costs. (AIA)

EXPERT WITNESS: A witness in a court case, or other legal proceeding, or in an arbitration proceeding, who, by virtue of his experience, training, skill and knowledge of a particular field or subject, is recognized as being especially qualified to render an informed opinion on matters relating to that field or subject. (AIA)

EXTENDED COVERAGE INSURANCE: See "Property Insurance". See also "Steam Boiler and Machinery Insurance." (AIA)

EXTRA: An item of Work involving additional cost. See also "Addition (to Contract Sum)." (AIA)

FEASIBILITY STUDY: A detailed investigation and analysis conducted to determine the financial, economic, technical or other advisability of a proposed project. (AIA)

FEE: A term used to denote payment for professional ability, capability and availability of organization, excluding compensation for direct, indirect and/or reimbursable expenses, as an Agreement based on a

"professional fee plus expenses". Sometimes used to denote compensation of any kind for services rendered. See also "Compensation". (AIA)

FEE PLUS EXPENSE AGREEMENT: See Cost Plus Fee Agreement. (AIA)

FIELD ENGINEER: Term used by certain governmental agencies to designate their representative at the Project Site. See also "Project Representative". (AIA)

FIELD ORDER: A written order effecting a minor change in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time, issued by the Architect to the Contractor during the Construction Phase. (AIA)

FIELD REPRESENTATIVE: See "Project Representative". (AIA)

FINAL ACCEPTANCE: The Owner's acceptance of the Project from the Contractor upon certification by the Architect that it is complete and in accordance with the Contract requirements. Final acceptance is confirmed by the making of final payment unless otherwise stipulated at the time of making such payment. (AIA)

FINAL COMPLETION: Term denoting that the Work is complete and all Contract requirements have been fulfilled by the Contractor. (AIA)

FINAL INSPECTION: Final review of the Project by the Architect prior to his issuance of the final Certificate for Payment. (AIA)

FINAL PAYMENT: Payment made by the Owner to the Contractor, upon issuance by the Architect of the final Certificate for Payment, of the entire unpaid balance of the Contract Sum as adjusted by Change Orders. See also "Final Acceptance". (AIA)

FIRE AND EXTENDED COVERAGE INSURANCE: See "Property Insurance". (AIA)

FIXED LIMIT OF CONSTRUCTION COST: The maximum allowable cost of the construction Work as established in the Agreement between the Owner and the Architect. See also "Budget, Construction". (AIA)

FORCE ACCOUNT: Term used when Work is ordered to be done without prior agreement as to lump sum or unit price cost thereof and is to be filed for at cost of labor, materials and equipment, insurance, taxes, etc., plus an agreed percentage of overhead and profit. (AIA)

FORMAT (for Construction Specifications): Standardized arrangement for the Project Manual including bidding information, contract forms, Conditions of the Contract, and Specifications subdivided into sixteen Divisions. (AIA)

GENERAL CONDITIONS (of the Contract for Construction): That part of the Contract Documents which sets forth many of the rights, responsibilities and relationships of the parties involved. See also "Conditions of the Contract". (AIA)

GENERAL CONTRACT: (1) Under the single contract system, the Contract between the Owner and the Contractor for construction of the entire Work. (2) Under the separate contract system, that Contract between the Owner and a Contractor for construction of architectural and structural Work. (AIA)

GENERAL REQUIREMENTS: Title of Division 1 of Uniform System for Construction Specifications, Data Filing and Cost Accounting. (AIA)

GUARANTEE: Legally enforceable assurance of the duration of satisfactory performance or quality of a product or Work. (AIA)

GUARANTEED MAXIMUM COST: Amount established in an Agreement between Owner and Contractor as the maximum cost of performing specified Work on the basis of cost of labor and materials plus overhead expense and profit. (AIA)

GUARANTY: See "Guarantee". (AIA)

GUARANTY BONDS: See (1) "Bid Bond"; (2) "Labor and Material Payment Bond"; (3) "Performance Bond"; (4) "Surety Bond". (AIA)

HEADING: A classification of related data used in the Filing System (Part Two of the Uniform System) as the first step in subdividing each of the sixteen Divisions and corresponding generally to the Sections used in Parts One and Three. (AIA)

HOLD HARMLESS: See "Indemnification". See also "Contractual Liability". (AIA)

INDEMNIFICATION: A contractual obligation by which one person or organization agrees to secure another against loss or damage from specified liabilities. (AIA)

INDEMNIFICATION, IMPLIED: An indemnification which is implied by law rather than arising out of a contract. (AIA)

INDEX OF KEY WORDS: Part Four of the Uniform System for Construction Specifications, Data Filing and Cost Accounting. (AIA)

INDIRECT EXPENSE: Overhead expense; expense indirectly incurred and not directly chargeable to a specific project or task. (AIA).

INSPECTION: Examination of Work completed or in progress to determine its compliance with Contract requirements. The Architect ordinarily makes only two inspections of a construction project, one to determine Substantial Completion, and the other to determine final completion. These inspections should be distinguished from the more general observations made by the Architect on his periodic visits to the site

during the progress of the Work. The term is also used to mean examination of the Work by a public official, Owner's representative or others. (AIA)

INSPECTION LIST: A list of items of Work to be completed or corrected by the Contractor. (AIA)

INSPECTOR: See (1) "Building Inspector"; (2) "Owner's Inspector"; (3) "Resident Engineer". (AIA)

INSTRUCTIONS TO BIDDERS: Instructions contained in the bidding requirements for preparing and submitting bids for a construction Project. See also "Notice to Bidders". (AIA)

INSURANCE: See (1) "Builder's Risk Insurance"; (2) "Completed Operations Insurance"; (3) "Comprehensive General Liability Insurance"; (4) "Contractor's Liability Insurance"; (5) "Employer's Liability Insurance"; (6) "Liability Insurance"; (7) "Loss of Use Insurance"; (8) "Owner's Liability Insurance"; (9) "Professional Liability Insurance"; (10) "Property Damage Insurance"; (11) "Property Insurance"; (12) "Public Liability Insurance"; (13) "Special Hazards Insurance"; (14) "Steam Boiler and Machinery Insurance"; (15) "Workmen's Compensation Insurance". (AIA)

INTERN ARCHITECT: One pursuing a program of training in practice under the guidance of practicing Architect's with the objective of qualifying for registration as an Architect. (AIA)

INVITATION TO BID: A portion of the bidding requirements soliciting bids for a privately financed construction Project. See also "Advertisement for Bids". (AIA)

INVITED BIDDERS: The bidders selected by the Architect and the Owner as the only ones from whom bids will be received. (AIA)

ISOMETRIC DRAWING: A form of three-dimensional projection in which all of the principal planes are drawn parallel to corresponding established axes and at true dimensions. Horizontals are usually drawn at 30 degrees from the normal horizontal axes; verticals remain parallel to the normal vertical axis. (AIA)

JOB: See (1) "Project"; (2) "Work". (AIA)

JOB CAPTAIN: Member of the Architect's staff normally responsible, on a given Project, for the preparation of Drawings and their coordination with other documents. (AIA)

JOB SITE: See "Site". (AIA)

JOB SUPERINTENDENT: See "Superintendent". (AIA)

- JOINT VENTURE:** A collaborative undertaking by two or more persons or organizations for a specific Project or Projects, having the legal characteristics of a partnership. (AIA)
- LABOR AND MATERIAL PAYMENT BOND:** A bond of the Contractor in which a Surety guarantees to the Owner that the Contractor will pay for labor and materials used in the performance of the Contract. The claimants under the bond are defined as those having direct contracts with the Contractor or any Subcontractor. (AIA)
- LAND SURVEY:** See (1) "Boundary Survey"; (2) "Survey". (AIA)
- LETTER AGREEMENT or LETTER OF AGREEMENT:** A letter stating the terms of an Agreement between addressor and addressee, usually prepared to be signed by the addressee, to indicate his acceptance of those terms as legally binding. (AIA)
- LETTER OF INTENT:** A letter signifying an intention to enter into a formal Agreement, usually setting forth the general terms of such Agreement. (AIA)
- LETTING (BID):** See "Bid Opening". (AIA)
- LIABILITY INSURANCE:** Insurance which protects the insured against liability on account of injury to the person or property of another. See also (1) Completed Operations Insurance; (2) Comprehensive General Liability Insurance; (3) Contractor's Liability Insurance; (4) Employer's Liability Insurance; (5) Owner's Liability Insurance; (6) Professional Liability Insurance; (7) Property Damage Insurance; (8) Public Liability Insurance; (9) Special Hazards Insurance. (AIA)
- LICENSED ARCHITECT:** See "Architect". (AIA)
- LICENSED CONTRACTOR:** A person or organization certified by governmental authority, where required by law, to engage in construction contracting. (AIA)
- LICENSED ENGINEER:** See "Professional Engineer." (AIA)
- LIEN:** See "Mechanic's Lien". (AIA)
- LIEN WAIVER:** See "Waiver of Lien". (AIA)
- LIQUIDATED DAMAGES:** A sum established in a Construction Contract, usually as a fixed sum per day, as the measure of damages suffered by the Owner due to failure to complete the Work within a stipulated time. See also (1) Bonus and Penalty Clause; (2) Bonus Clause. (AIA)
- LOSS OF USE INSURANCE:** Insurance protecting against financial loss during the time required to repair or replace property damaged or destroyed by an insured peril. (AIA)
- LOW BID:** Bid stating the lowest bid price, including selected alternates, and complying with all bidding requirements. (AIA)
- LOWEST QUALIFIED BIDDER:** See "Lowest Responsible Bidder". (AIA)
- LOWEST RESPONSIBLE BIDDER:** Bidder who submits the lowest bona fide bid and is considered by the Owner and the Architect to be fully responsible and qualified to perform the Work for which the bid is submitted. (AIA)
- LOWEST RESPONSIVE BID:** The lowest bid which is responsive to and complies with the bidding requirements. (AIA)
- LUMP SUM AGREEMENT:** See "Stipulated Sum Agreement". (AIA)
- MANDATORY AND CUSTOMARY BENEFITS:** See "Benefits, Mandatory and Customary". (AIA)
- MATERIAL SUPPLIER:** See "Supplier". (AIA)
- MECHANIC'S LIEN:** A lien on real property created by statute in all states in favor of persons supplying labor or materials for a building or structure for the value of labor or materials supplied by them. In some jurisdictions a mechanic's lien also exists for the value of professional services. Clear title to the property cannot be obtained until the claim for the labor, materials or professional services is settled. (AIA)
- METES AND BOUNDS:** The boundaries, property lines or limits of a parcel of land, defined by distances and compass directions. (AIA)
- MINOR CHANGE (in the Work):** A change of minor nature in the Work not involving an adjustment in the Contract Sum or Contract Time, which may be effected by Field Order or other written order issued by the Architect. (AIA)
- MODIFICATION (to the Contract Documents):** (1) A written amendment to the Contract signed by both parties. (2) A Change Order. (3) A written or graphic interpretation issued by the Architect. (4) A written order for a minor change in the Work issued by the Architect. See also (1) "Change Order"; (2) Field Order. (AIA)
- MODULE:** (1) A repetitive dimensional or functional unit used in planning, recording, or constructing buildings or other structures. (2) A distinct component forming part of an ordered system. (AIA)
- MULTIPLE OF DIRECT PERSONNEL EXPENSE:** A method of compensation for professional services based on the direct expense of professional and technical personnel, including cost of salaries and mandatory and customary benefits, multiplied by an agreed factor. (AIA)

- MULTIPLIER:** The factor by which an Architect's Direct Personnel Expense is multiplied to determine compensation for his professional services or designated portions thereof. (AIA)
- NEGLIGENCE:** Failure to exercise that degree of care which a reasonable and prudent person would exercise under the same circumstances. Legal liability for the consequences of an act or omission frequently turns on whether or not there has been negligence. (AIA)
- NEGOTIATION PHASE:** See "Bidding or Negotiation Phase". (AIA)
- NONCOLLUSION AFFIDAVIT:** Notarized statement by a bidder that he has prepared his bid without collusion of any kind. (AIA)
- NONCONFORMING WORK:** Work that does not fulfill the requirements of the Contract Documents. (AIA)
- NOTICE TO BIDDERS:** A notice contained in the bidding requirements informing prospective bidders of the opportunity to submit bids on a Project and setting forth the procedures for doing so. See also "Instructions to Bidders". (AIA)
- NOTICE TO PROCEED:** Written communication issued by the Owner to the Contractor authorizing him to proceed with the Work and establishing the date of commencement of the Work. (AIA)
- OBSERVATION OF THE WORK:** A function of the Architect in the Construction Phase, during his periodic visits to the site, to familiarize himself generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. See also "Construction Phase - Administration of the Construction Contract". (AIA)
- OCCUPANCY PERMIT:** See "Certificate of Occupancy". (AIA)
- OCCURRENCE (insurance terminology):** An accident or a continuous exposure to conditions which result in injury or damage, provided the injury or damage is neither expected nor intended. (AIA)
- OPENING OF BIDS:** See "Bid Opening". (AIA)
- OPTION (CONTRACTOR'S):** See "Contractor's Option". (AIA)
- OR EQUAL:** See "Approved Equal". (AIA)
- OUT-OF-SEQUENCE SERVICES:** Services performed in other than the normal or natural order of succession. (AIA)
- OVERHEAD EXPENSE:** See "Indirect Expense". (AIA)
- OWNER:** (1) The Architect's client and party to the Owner-Architect Agreement. (2) The Owner of the Project and party to the Owner-Contractor Agreement. (AIA)
- OWNER-ARCHITECT AGREEMENT:** Contract between Architect and client for professional services. (AIA)
- OWNER-CONTRACTOR AGREEMENT:** Contract between Owner and Contractor for a construction Project. (AIA)
- OWNER'S INSPECTOR:** A person employed by the Owner to inspect construction in the Owner's behalf. (AIA)
- OWNER'S LIABILITY INSURANCE:** Insurance to protect the Owner against claims arising from his ownership of property and which may be extended to cover claims which may arise from operations of others under the Construction Contract. (AIA)
- PACKAGE DEALER:** A person or organization assuming responsibility under a single contract for the design and construction of a Project to meet the specific requirements of another. (AIA)
- PARAGRAPH:** In the AIA Documents, the first subdivision of an Article, identified by two numerals - e.g., 2.2. A paragraph may be further subdivided into subparagraphs and clauses. (AIA)
- PARTIAL OCCUPANCY:** Occupancy by the Owner of a portion of a Project prior to final completion. (AIA)
- PARTIAL PAYMENT:** See "Progress Payment." (AIA)
- PAYMENT BOND:** See "Labor and Material Payment Bond." (AIA)
- PAYMENT REQUEST:** See "Application for Payment". (AIA)
- PENAL SUM:** The amount named in a contract or bond as the penalty to be paid by a signatory thereto in the event he fails to perform his contractual obligations. (AIA)
- PENALTY AND BONUS CLAUSE:** See "Bonus and Penalty Clause". (AIA)
- PERCENTAGE AGREEMENT:** An agreement for professional services in which the compensation is based upon a percentage of the Construction Cost. (AIA)
- PERCENTAGE FEE:** Compensation based upon a percentage of Construction Cost. See also "Fee". (AIA)
- PERFORMANCE BOND:** A bond of the Contractor in which a surety guarantees to the Owner that the Work will be performed in accordance with the Contract Documents. Except where prohibited by statute, the Performance Bond is frequently combined with the Labor and Material Payment Bond. See also "Surety Bond". (AIA)

- PERMIT, BUILDING:** See "Building Permit". (AIA)
- PERMIT, OCCUPANCY:** See "Certificate of Occupancy". (AIA)
- PERMIT, ZONING:** See "Zoning Permit". (AIA)
- PERSONAL INJURY (insurance terminology):** Injury or damage to the character or reputation of a person, as well as bodily injury. Personal injury insurance usually covers such situations as false arrest, malicious prosecution, willful detention or imprisonment, libel, slander, defamation of character, wrongful eviction, invasion of privacy or wrongful entry. See also "Bodily Injury". (AIA)
- PERSPECTIVE DRAWING:** A graphic representation of the Project or part thereof as it would appear three-dimensionally. (AIA)
- PERT SCHEDULE:** An acronym for Project Evaluation Review Technique. The Pert Schedule charts the activities and events anticipated in a work process. See also "Critical Path Method (CPM)". (AIA)
- PLAN:** A two-dimensional graphic representation of the design, location and dimensions of the Project, or parts thereof, seen in a horizontal plane viewed from above. See also "Drawings". (AIA) -
- PLAN DEPOSIT:** See "Deposit for Bidding Documents". (AIA)
- POST-COMPLETION SERVICES:** Additional services rendered after issuance of the final Certificate for Payment, such as consultation regarding maintenance, processes, systems, etc. (AIA)
- POWER OF ATTORNEY:** An instrument authorizing another to act as one's agent. See also "Attorney In Fact." (AIA)
- PRELIMINARY DRAWINGS:** Drawings prepared during the early stages of the design of a Project. See also (1) Schematic Design Phase; (2) Design Development Phase. (AIA)
- PRELIMINARY ESTIMATE:** See "Statement of Probable Construction Cost." (AIA)
- PREQUALIFICATION OF PROSPECTIVE BIDDERS.** The process of investigating the qualifications of prospective bidders on the basis of their competence, integrity and responsibility to the contemplated Project. (AIA)
- PRIME CONTRACT:** Contract between Owner and Contractor for construction of a Project or Portion thereof. (AIA)
- PRIME CONTRACTOR:** Any contractor on a Project having a contract directly with the Owner. (AIA)
- PRIME PROFESSIONAL:** Any person or firm having a contract directly with the Owner for professional services. (AIA)
- PRINCIPAL (in professional practice):** Any person legally responsible for the activities of a professional practice. (AIA)
- PRODUCER:** Manufacturer, processor or assembler of building materials or equipment. (AIA)
- PROFESSIONAL ADVISOR:** An Architect engaged by the Owner to direct an authorized design competition for the selection of an Architect. (AIA)
- PROFESSIONAL ENGINEER:** Designation reserved usually by law, for a person or organization professionally qualified and duly licensed to perform such engineering services as structural, mechanical, electrical, sanitary, civil, etc. (AIA)
- PROFESSIONAL FEE:** See "Cost Plus Fee Agreement." (AIA)
- PROFESSIONAL LIABILITY INSURANCE:** Insurance designed to insure an Architect or Engineer against claims for damages resulting from alleged professional negligence. (AIA)
- PROFESSIONAL PRACTICE:** The practice of one of the environmental design professions in which services are rendered within the framework of recognized professional ethics and standards and applicable legal requirements. (AIA)
- PROGRAM:** A written statement setting forth in detail the conditions and requirements for a Project. (AIA)
- PROGRESS PAYMENT:** Partial payment made during progress of the Work on account of work completed and/or materials suitably stored. (AIA)
- PROGRESS SCHEDULE:** A diagram, graph or other pictorial or written schedule showing proposed and actual times of starting and completion of the various elements of the Work. See also (1) Critical Path Method (CPM); (2) Pert Schedule. (AIA)
- PROJECT:** The total construction designed by the Architect, of which the Work performed under the Contract Documents may be the whole or a part. (AIA)
- PROJECT COST:** Total cost of the Project including professional compensation, land costs, furnishings and equipment, financing and other charges, as well as the Construction Cost. (AIA)
- PROJECT MANUAL:** The manual prepared by the Architect for a Project, including the bidding requirements, Conditions of the Contract and the technical Specifications. (AIA)

- PROJECT REPRESENTATIVE:** The Architect's representative at the Project site who assists in the Administration of the Construction Contract. When authorized by the Owner, a Full-Time Project Representative may be employed. (AIA)
- PROJECT SITE:** See "Site". (AIA)
- PROPERTY DAMAGE INSURANCE:** Part of general liability insurance covering injury to or destruction of tangible property, including loss of use resulting therefrom, but usually not including property which is in the care, custody and control of the insured. See also "Care, Custody and Control." (AIA)
- PROPERTY INSURANCE:** Insurance on the Work at the site against loss or damage caused by perils of fire, lightning, extended coverage (wind, hail, explosion, except steam boiler explosion, riot, civil commotion, aircraft, land vehicles and smoke), vandalism and malicious mischief and additional perils (as otherwise provided or requested). See also "Special Hazards Insurance". (AIA)
- PROPOSAL (CONTRACTOR'S):** See "Bid". (AIA)
- PROPOSAL FORM:** See "Bid Form". (AIA)
- PUBLIC LIABILITY INSURANCE:** Insurance covering liability of the insured for negligent acts resulting in bodily injury, disease or death of others than employees of the insured, and/or property damage. (AIA)
- PUNCH LIST:** Use "Inspection List". (AIA)
- QUANTITY SURVEY:** Detailed analysis and listing of all items of material and equipment necessary to construct a Project. (AIA)
- QUOTATION:** A price quoted by a contractor, subcontractor, material supplier or vendor to furnish materials, labor or both. (AIA)
- REASONABLE CARE AND SKILL:** See "Due Care". (AIA)
- RECORD DRAWINGS:** Construction drawings revised to show significant changes made during the construction process, usually based on marked-up prints, drawings and other data furnished by the Contractor to the Architect. (AIA)
- REGISTERED ARCHITECT:** See "Architect". (AIA)
- REIMBURSABLE EXPENSES:** Amounts expended for or on account of the Project which, in accordance with the terms of the appropriate agreement, are to be reimbursed by the Owner. (AIA)
- RELEASE OF LIEN:** Instrument executed by one supplying labor, materials or professional services on a Project which releases his mechanic's lien against the Project property. See also "Mechanic's Lien". (AIA)
- REMODELING:** See "Alterations". (AIA)
- RENDERING:** A perspective or elevation drawing of a Project or portion thereof with an artistic delineation of materials, shades and shadows. (AIA)
- RESIDENT ENGINEER:** A person representing the Owner's interests at the Project site during the Construction Phase; term frequently used on Projects in which a governmental agency is involved. See also "Owner's Inspector". (AIA)
- RESIDENT INSPECTOR:** See (1) Owner's Inspector; (2) Resident Engineer. (AIA)
- RESPONSIBLE BIDDER:** See "Lowest Responsible Bidder". (AIA)
- RESPONSIVE BID:** See "Lowest Responsive Bid". (AIA)
- RESTRICTED LIST OF BIDDERS:** See "Invited Bidders". (AIA)
- RETAINAGE:** A sum withheld from progress payments to the Contractor in accordance with the terms of the Owner-Contractor Agreement. (AIA)
- RETAINED PERCENTAGE:** See "Retainage". (AIA)
- SAMPLES:** Physical examples furnished by the Contractor for the Architect's review and approval, which illustrate materials, equipment or workmanship, and which establish standards by which the Work will be judged. (AIA)
- SCHEDULE OF VALUES:** A statement furnished by the Contractor to the Architect reflecting the portions of the Contract Sum allotted for the various parts of the Work and used as the basis for reviewing the Contractor's applications for progress payments. (AIA)
- SCHEMATIC DESIGN PHASE:** The first Phase of the Architect's Basic Services. In this Phase, the Architect consults with the Owner to ascertain the requirements of the Project and prepares Schematic Design studies consisting of drawings and other documents illustrating the scale and relationship of the Project components for approval by the Owner. The Architect also submits to the Owner a statement of Probable Construction Cost. (AIA)
- SEAL:** (1) A device usually consisting of an impression upon wax or paper, or a wafer, which is used in the execution of a formal legal document such as a deed or contract. The statute of limitations applicable to a contract under seal is ordinarily substantially longer than to a contract not under seal. (2) An embossing device or stamp used by a design professional on his Drawings and Specifications as evidence of his registration in the state where the Work is to be performed. (AIA)

- SECTION (drawing):** A drawing of a surface revealed by an imaginary plane cut through the Project, or portion thereof, in such a manner as to show the composition of the surface as it would appear if the part intervening between the cut plane and the eye of the observer were removed. (AIA)
- SECTION (of Specifications):** A subdivision of a Division of the Specifications which should cover the Work of no more than one trade. (AIA)
- SELECTED BIDDER:** The bidder selected by the Owner for discussions relative to the possible award of the Construction Contract. (AIA)
- SELECTED LIST OF BIDDERS:** See "Invited Bidders". (AIA)
- SEPARATE CONTRACT:** One of several prime contracts on a construction Project. (AIA)
- SHOP DRAWINGS:** Drawings, diagrams, illustrations, schedules, performance charts, brochures and other data prepared by the Contractor or any Subcontractor, manufacturer, supplier or distributor, which illustrate how specific portions of the Work shall be fabricated and/or installed. (AIA)
- SINGLE CONTRACT:** Contract for construction of a Project under which a single prime Contractor is responsible for all of the Work. (AIA)
- SITE:** Geographical location of the Project, usually defined by legal boundary lines. (AIA)
- SOIL SURVEY:** Use "Subsurface Investigation". (AIA)
- SPECIAL CONDITIONS:** A section of the Conditions of the Contract, other than General Conditions and Supplementary Conditions, which may be prepared for a particular Project. See also "Conditions of the Contract". (AIA)
- SPECIAL HAZARDS INSURANCE:** Additional perils insurance to be included in Property Insurance (as provided in Contract Documents or requested by Contractor or at option of Owner) such as sprinkler leakage, collapse, water damage, all physical loss, or insurance on materials and supplies at other locations and/or in transit to the site. See also "Property Insurance". (AIA)
- SPECIFICATIONS:** A part of the Contract Documents contained in the Project Manual consisting of written descriptions of a technical nature of materials, equipment construction systems, standards and workmanship. Under the Uniform System, the Specifications comprise sixteen Divisions. (AIA)
- SPECULATIVE BUILDER:** One who develops and constructs building projects for subsequent sale or lease. (AIA)
- STANDARDS OF PROFESSIONAL PRACTICE:** Statements of ethical principles promulgated by professional societies to guide their members in the conduct of professional practice. (AIA)
- STATEMENT OF PROBABLE CONSTRUCTION COST:** Cost forecasts prepared by the Architect during the Schematic Design, Design Development and Construction Documents Phases of Basic Services for the guidance of the Owner. (AIA)
- STATUTE OF LIMITATIONS:** A statute specifying the period of time within which legal action must be brought for alleged damage or injury. The lengths of the periods vary from state to state and depend upon the type of legal action. Ordinarily the period commences with the discovery of the act resulting in the alleged damage or injury, although in construction industry cases a number of jurisdictions define the period as commencing with completion of the Work or services performed in connection therewith. (AIA)
- STATUTORY BOND:** A bond, the form or content of which is prescribed by statute. (AIA)
- STEAM BOILER AND MACHINERY INSURANCE:** Special insurance covering steam boilers, other pressure vessels and related equipment and machinery. This insurance covers damage or injury to property resulting from explosion of steam boilers which is not covered by extended coverage perils. (AIA)
- STIPULATED SUM AGREEMENT:** Contract in which a specific amount is set forth as the total payment for performance of the Contract. (AIA)
- STREAMLINED SPECIFICATIONS:** Specifications containing adequate technical information for the construction of the Work but written in an abbreviated manner. (AIA)
- STUDY:** Preliminary sketch or drawing to facilitate the development of a design. (AIA)
- SUB-BIDDER:** One who tenders to a bidder on a prime Contract a proposal to provide materials and/or labor. (AIA)
- SUBCONTRACT:** Agreement between a prime Contractor and a Subcontractor for a portion of the Work at the site. (AIA)
- SUBCONTRACTOR:** A person or organization who has a direct Contract with a prime Contractor to perform a portion of the Work at the site. Cf. SUPPLIER. (AIA)
- SUBHEADING:** A subdivision of a Heading used in the Filing System (Part Two of the Uniform System). (AIA)
- SUBPARAGRAPH:** In the AIA Documents, the first subdivision of a Paragraph, identified by three numerals--e.g., 2.2.2. A subparagraph may be subdivided into clauses. (AIA)

- SUBROGATION:** The substitution of one person for another with respect to legal rights such as a right of recovery. Subrogation occurs when a third person, such as an insurance company, has paid a debt of another or claim against another and succeeds to all legal rights which the debtor or person against whom the claim was asserted may have against other persons. (AIA)
- SUBSTANTIAL COMPLETION:** See "Date of Substantial Completion". (AIA)
- SUBSTITUTION:** A material or process offered in lieu of and as being equivalent to a specified material or process. (AIA)
- SUB-SUBCONTRACTOR:** A person or organization who has a direct or indirect Contract with a Subcontractor to perform a portion of the Work at the site. (AIA)
- SUBSURFACE INVESTIGATION:** The soil boring and sampling program, together with the associated laboratory tests, necessary to establish subsurface profiles and the relative strengths, compressibility and other characteristics of the various strata encountered within the depths likely to have an influence on the design of the Project. (AIA)
- SUCCESSFUL BIDDER:** Use "Selected Bidder". (AIA)
- SUPERINTENDENT:** Contractor's representative at the site who is responsible for continuous field supervision, coordination, completion of the Work and, unless another person is designated in writing by the Contractor to the Owner and the Architect, for the prevention of accidents. (AIA)
- SUPERVISION:** Direction of the Work by Contractor's personnel. Supervision is neither a duty nor a responsibility of the Architect as part of his basic professional services. (AIA)
- SUPPLEMENTAL CONDITIONS:** Use "Supplementary Conditions." (AIA)
- SUPPLEMENTARY CONDITIONS:** A part of the Contract Documents which supplements and may also modify provisions of the General Conditions. See also "Conditions of the Contract". (AIA)
- SUPPLIER:** A person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site. See also "Vendor". (AIA)
- SURETY:** A person or organization who, for a consideration, promises in writing to make good the debt or default of another. (AIA)
- SURETY BOND:** A legal instrument under which one party agrees to answer to another party for the debt, default or failure to perform of a third party. (AIA)
- SURVEY:** (1) Boundary and/or topographic mapping of a site. (2) Measuring an existing building. (3) Analyzing a building for use of space. (4) Determining Owner's requirements for a Project. (5) Investigating and reporting of required data for a Project. (AIA)
- SYSTEMS (a process):** Combining prefabricated assemblies, components and parts into single integrated units utilizing industrialized production, assembly and methods. (AIA)
- TERMINAL EXPENSES:** Expenses incurred in connection with the termination of a contract. (AIA)
- TIME (as the essence of the Construction Contract):** Time limits or periods stated in the Contract. A provision in a Construction Contract that "time is of the essence of the Contract" signifies that the parties consider that punctual performance within the time limits or periods in the Contract is a vital part of the performance and that failure to perform on time is a breach for which the injured party is entitled to damages in the amount of loss sustained. (AIA)
- TIME OF COMPLETION:** Date established in the Contract, by name or by number of days, for Substantial Completion of the Work. See also (1) Completion Date; (2) Contract Time. (AIA)
- TIMELY COMPLETION:** Completion of the Work or designated portion thereof on or before the date required. (AIA)
- TOPOGRAPHIC SURVEY:** The configuration of a surface including its relief and the locations of its natural and man-made features, usually recorded on a drawing showing surface variations by means of contour lines indicating height above or below a fixed datum. (AIA)
- TRADE (CRAFT):** (1) Occupation requiring manual skill. (2) Members of a trade organized into a collective body. (AIA)
- UNIFORM SYSTEM:** Coordination of Specification sections, filing of technical data and product literature, and construction cost accounting organized in 16 Divisions based on an interrelationship of place, trade, function or material. (AIA)
- UNIT PRICES:** Amounts stated in a Contract as prices per unit of measurement for materials or services as described in the Contract Documents. (AIA)
- UPSET PRICE:** See "Guaranteed Maximum Cost." (AIA)
- VENDOR:** A person or organization who furnishes materials or equipment not fabricated to a special design for the Work. See also "Supplier". (AIA)
- VOLUME METHOD (of estimating cost):** Method of estimating probable total construction cost by multiplying the adjusted gross building volume by a predetermined cost per unit of volume. (AIA)

WAIVER OF LIEN: An instrument by which a person or organization who has or may have a right of mechanic's lien against the property of another relinquishes such right. See also (1) Mechanic's Lien; (2) Release of Lien. (AIA)

WARRANTY: See "Guarantee". (AIA)

WITNESS: See "Expert Witness". (AIA)

WORK: All labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such construction. (AIA)

WORK ORDER: Use "Notice to Proceed". (AIA)

WORKING DRAWINGS: See "Drawings". (AIA)

WORKMEN'S COMPENSATION INSURANCE: Insurance covering liability of an employer to his employees for compensation and other benefits required by workmen's compensation laws with respect to injury, sickness, disease or death arising from their employment. (AIA)

XCU (insurance terminology): Letters which refer to exclusions from coverage for property damage liability arising out of (1) explosion or blasting, (2) collapse of or structural damage to any building or structure, and (3) underground damage caused by and occurring during the use of mechanical equipment. (AIA)

ZONING PERMIT: A permit issued by appropriate governmental authority authorizing land to be used for a specific purpose. (AIA)

- ADDITIVE ALTERNATE:** An alternate bid resulting in an addition to the same bidder's Base Bid. See also "Alternate Bid". (AIA)
- ALTERNATE:** A different approach or design and generally requiring a separate bid item. (NAVFAC)
- ALTERNATE BID:** Amount stated in the bid to be added to or deducted from the amount of the Base Bid if the corresponding change in project scope or alternate materials and/or methods of construction is accepted. (AIA)
- APPROVED EQUAL:** Material, equipment or method approved by the Architect for use in the Work as being acceptable as an equivalent in essential attributes to the material, equipment or method specified in the Contract Documents. (AIA)
- AWARD:** A communication from an Owner accepting a bid or negotiated proposal. An award creates legal obligations between the parties. (AIA)
- BASE BID:** Amount of money stated in the bid as the sum for which the bidder offers to perform the Work, not including that Work for which Alternate Bids are also submitted. (AIA)
- BASE BID SPECIFICATION:** The specifications listing or describing only those materials, equipment and methods of construction upon which the Base Bid must be predicated, exclusive of any Alternate Bids. (AIA)
- BID:** A complete and properly signed proposal to do the Work or designated portion thereof for the sums stipulated therein, supported by data called for by the bidding requirements. (AIA)
- BID FORM:** A form furnished to a bidder to be filled out, signed and submitted as his bid. (AIA)
- BID PRICE:** The sum stated in the bid for which the bidder offers to perform the Work. (AIA)
- BIDDER:** One who submits a bid for a prime contract with the Owner, as distinct from a sub-bidder who submits a bid to a prime bidder. Technically, a bidder is not a contractor on a specific project until a contract exists between him and the Owner. (AIA)
- BIDDING DOCUMENTS:** The advertisement or invitation to bid, Instructions to Bidders, the bid form and the proposed Contract Documents including any Addenda issued prior to receipt of bids. (AIA)
- BIDDING REQUIREMENTS:** Those documents providing information and establishing procedures and conditions for the submission of bids. They consist of the notice to bidders or advertisement for bids, Instructions to Bidders, invitation to bid, and sample forms. See also "Bidding Documents". (AIA)
- CONDITIONS OF THE BID:** Conditions set forth in the Instructions to Bidders, the notice to bidders or advertisement for bids, the invitation to bidders or other similar documents prescribing the conditions under which bids are to be prepared, executed, submitted, received and accepted. (AIA)
- CONDITIONS OF THE CONTRACT:** Those portions of the Contract Documents which define, set forth, or relate to: contract terminology; the rights and responsibilities of the contracting parties and of others involved in the Work; requirements for safety and for compliance with laws and regulations; general procedures for the orderly prosecution and management of the Work; payments to the Contractor; and similar provisions of a general, nontechnical nature. The Conditions of the Contract include General Conditions, Supplementary Conditions and other Conditions. (AIA)
- CONSTRUCTION COST:** The cost of all of the construction portions of a Project, generally based upon the sum of the construction contract(s) and other direct construction costs. Construction Cost does not include the compensation paid to the Architect and consultants, the cost of the land, rights-of-way or other costs which are defined in the Contract Documents as being the responsibility of the Owner. (AIA)
- CONSTRUCTION DOCUMENTS:** Working Drawing and Specifications. (AIA)
- CONTRACT DOCUMENTS:** The Owner-Contractor Agreement, the Conditions of the Contract (General, Supplementary and other Conditions), the Drawings, the Specifications, all Addenda issued prior to execution of the Contract, all Modifications thereto, and any other items specifically stipulated as being included in the Contract Documents. (AIA)
- CONTRACT SUM:** The price stated in the Owner-Contractor Agreement, which is the total amount payable by the Owner to the Contractor for the performance of the Work under the Contract Documents. The Contract Sum can be adjusted only by Change Order. (AIA)
- CONTRACTOR:** (1) One who contracts. (2) In construction terminology, the person or organization responsible for performing the Work and identified as such in the Owner-Contractor Agreement. (AIA)

DEDUCTIVE ALTERNATE: An alternate bid resulting in a deduction from the same bidder's Base Bid. See also "Alternate Bid". (AIA)

DRAWINGS: The portion of the Contract Documents showing in graphic or pictorial form the design, location and dimensions of the elements of a Project. (AIA)

INSTRUCTIONS TO BIDDERS: Instructions contained in the bidding requirements for preparing and submitting bids for a construction Project. (Ref. AIA Document A701 and Handbook Chapter 16.) (AIA)

INVITATION TO BID: A portion of the bidding requirements soliciting bids for a privately financed construction Project. (AIA)

LOW BID: Bid stating the lowest bid price, including selected alternates, and complying with all bidding requirements. (AIA)

LOWEST RESPONSIBLE BIDDER: Bidder who submits the lowest bona fide bid and is considered by the Owner and the Architect to be fully responsible and qualified to perform the Work for which the bid is submitted. (AIA)

PROJECT MANUAL: The manual prepared by the Architect for a Project, including the bidding requirements, Conditions of the Contract and the technical Specifications. (AIA)

SPECIFICATIONS: A part of the Contract Documents contained in the Project Manual consisting of written descriptions of a technical nature of materials, equipment construction systems, standards and workmanship. Under the Uniform System, the Specifications comprise sixteen Divisions. (AIA)

APPLICATION FOR PAYMENT: Contractor's written request for payment of amount due for completed portions of the Work and, if the Contract so provides, for materials delivered and suitably stored pending their incorporation into the Work. (AIA)

APPROVAL, ARCHITECT'S: Architect's written or imprinted acknowledgement that materials, equipment or methods of construction are acceptable for use in the Work, or that a Contractor's request or claim is valid. (AIA)

CERTIFICATE FOR PAYMENT: A statement from the Architect to the Owner confirming the amount of money due Contractor for Work accomplished or materials and equipment suitably stored, or both. (AIA)

EXTRA: An item of Work involving additional cost. See also "Addition" (to Contract Sum). (AIA)

FINAL ACCEPTANCE: The Owner's acceptance of the Project from the Contractor upon certification by the Architect that it is complete and in accordance with the Contract requirements. Final acceptance is confirmed by the making of final payment unless otherwise stipulated at the time of making such payment. (AIA)

FINAL PAYMENT: Payment made by the Owner to the Contractor, upon issuance by the Architect of the final Certificate for Payment, of the entire unpaid balance of the Contract Sum as adjusted by Change Orders. See also "Final Acceptance". (AIA)

INDIRECT EXPENSE: Overhead expense; expense indirectly incurred and not directly chargeable to a specific project or task. (Ref: Handbook Chapter 6 and "The Economics of Architectural Practice", "Profit Planning in Architectural Practice", and "Methods of Compensation for Architectural Services" all published by the AIA). (AIA)

MINOR CHANGE (in the Work): A change of minor nature in the Work not involving an adjustment in the Contract Sum or Contract Time, which may be effected by Field Order or other written order issued by the Architect. (AIA)

MODIFICATION (to the Contract Documents): (1) A written amendment to the Contract signed by both parties. (2) Change Order. (3) A written or graphic interpretation issued by the Architect. (4) A written order for a minor change in the Work issued by the Architect. (AIA)

PROGRESS PAYMENT: Partial payment made during progress of the Work on account of work completed and/or materials suitably stored. (AIA)

RETAINAGE: A sum withheld from progress payments to the Contractor in accordance with the terms of the Owner-Contractor Agreement. (AIA)

SCHEDULE OF VALUES: A statement furnished by the Contractor to the Architect reflecting the portions of the Contract Sum allotted for the various parts of the Work and used as the basis for reviewing the Contractor's applications for progress payments. (AIA)

UNIT PRICES: Amounts stated in a Contract as prices per unit of measurement for materials or services as described in the Contract Documents. (AIA)

WORK: All labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such construction. (AIA)

APPROVAL, ARCHITECT'S: Architect's written or imprinted acknowledgement that materials, equipment or methods of construction are acceptable for use in the Work, or that a Contractor's request or claim is valid. (AIA)

APPROVED EQUAL: Material, equipment or method approved by the Architect for use in the Work as being acceptable as an equivalent in essential attributes to the material, equipment or method specified in the Contract Documents. (AIA)

DRAWINGS: The portion of the Contract Documents showing in graphic or pictorial form the design, location and dimensions of the elements of a Project. (AIA)

INSPECTION: Examination of Work completed or in progress to determine its compliance with Contract requirements. The Architect ordinarily makes only two inspections of a construction project, one to determine Substantial Completion, and the other to determine final completion. These inspections should be distinguished from the more general observations made by the Architect on his periodic visits to the site during the progress of the Work. The term is also used to mean examination of the Work by a public official, Owner's representative, or others. (AIA)

INSPECTION LIST: A list of items of Work to be completed or corrected by the Contractor. (AIA)

QUALITY ASSURANCE: The system for insuring that the contract technical requirements are met. (NAVFAC)

RECORD DRAWINGS: Construction drawings revised to show significant changes made during the construction process, usually based on marked-up prints, drawings and other data furnished by the Contractor to the Architect. (AIA)

SAMPLES: Physical examples furnished by the Contractor for the Architect's review and approval, which illustrate materials, equipment or workmanship, and which establish standards by which the Work will be judged. (AIA)

SECTION (drawing): A drawing of a surface revealed by an imaginary plane cut through the Project, or portion thereof, in such a manner as to show the composition of the surface as it would appear if the part intervening between the cut plane and the eye of the observer were removed. (AIA)

SHOP DRAWINGS: Drawings, diagrams, illustrations, schedules, performance charts, brochures and other data prepared by the Contractor or any Subcontractor, manufacturer, supplier or distributor, which illustrate how specific portions of the Work shall be fabricated and/or installed. (AIA)

SPECIFICATION: A detailed description of what is wanted. (NAVFAC)

SPECIFICATIONS: A part of the Contract Documents contained in the Project Manual consisting of written descriptions of a technical nature of materials, equipment construction systems, standards and workmanship. Under the Uniform System, the Specifications comprise sixteen Divisions. (Ref. AIA Document K103 and Handbook Chapter 14). (AIA)

SUBSTITUTION: A material or process offered in lieu of and as being equivalent to a specified material or process. (AIA)

- ACCEPTANCE INSPECTION:** That inspection that must be performed prior to the acceptance of a facility or any thereof for payment. (NAVFAC)
- ADDITIONAL GENERAL PROVISIONS (AGP) (CONSTRUCTION CONTRACT):** The preprinted form which is attached to, and becomes a part of, each construction contract. This form provides standard clauses on a variety of subjects which pertain to the job and is an extension of the General Provisions. (NAVFAC)
- ARMED SERVICES PROCUREMENT REGULATION (ASPR):** The primary procurement regulation and directive of the Department of Defense. (NAVFAC)
- CONSTRUCTION REPRESENTATIVE:** A Civil Service employee or the Officer In Charge of Construction (OICC) or Resident Officer In Charge of Construction (ROICC) staff whose primary function is to provide inspection and/or surveillance on construction projects. (NAVFAC)
- CONTRACTOR QUALITY CONTROL (CQC):** The quality control and inspection system established and maintained by the contractor that assures compliance with the contract plans and specifications. (NAVFAC)
- CONTRACTOR QUALITY CONTROL PLAN:** A plan prepared by the contractor and approved by the Navy which outlines the procedures, instructions, reports and personnel the contractor intends to use in the implementation of the CQC Program. (NAVFAC)
- CONTRACTOR QUALITY CONTROL REPRESENTATIVE (CQC REP):** An employee of the construction contractor, appointed in writing, by the contractor and approved by the Navy, with the responsibility for administration and implementation of CQC at the job site. (NAVFAC)
- FACTORY INSPECTION:** That inspection that is performed at the point of manufacture of various products incorporated into the job. (NAVFAC)
- FINAL ACCEPTANCE:** The Owner's acceptance of the Project from the Contractor upon certification by the Architect that it is complete and in accordance with the Contract requirements. Final acceptance is confirmed by the making of final payment unless otherwise stipulated at the time of making such payment. (AIA)
- FINAL COMPLETION:** Term denoting that the Work is complete and all Contract requirements have been fulfilled by the Contractor. (AIA)
- FINAL INSPECTION:** Final review of the Project by the Architect prior to his issuance of the final Certificate for Payment. (AIA)
- That inspection performed at the request of the contractor to insure that the entire project has been completed in accordance with the plans and specifications and as a result, the project is accepted by the owner. Very often the sponsor is invited to accompany the ROICC during the final Inspection. (NAVFAC)
- GENERAL QUALITY CONTROLS:** The inspections and/or investigations that are performed by the CQC REP or his staff, in a visual manner or with a minimum of equipment to assure the quality level required by the specifications. (NAVFAC)
- GENERAL PROVISIONS (GP) (CONSTRUCTION CONTRACT):** The preprinted standard form 23-A which is attached to, and becomes a part of, Federal construction contract. (NAVFAC)
- GUARANTEE:** Legally enforceable assurance of the duration of satisfactory performance or quality of a product of Work. (AIA)
- INSPECTION:** A strict, close or critical examination or careful investigation of the work to determine compliance by the contractor with plans and specifications. (NAVFAC)
- Examination of Work completed or in progress to determine its compliance with Contract requirements. The Architect ordinarily makes only two inspections of a construction project, one to determine Substantial Completion, and the other to determine final completion. These inspections should be distinguished from the more general observations made by the Architect on his periodic visits to the site during the progress of the Work. The term is also used to mean examination of the Work by a public official, Owner's representative, or others. (AIA)
- INSPECTION LIST:** A list of items of Work to be completed or corrected by the Contractor. (AIA)
- OFFICER OF THE FIRM:** An owner or employee of the construction firm who, by virtue of this position, is empowered to obligate the construction company. (NAVFAC)
- QUALITY ASSURANCE:** The planning, training, management and other technical actions performed by the Navy prior to the construction phase to assure the control of quality by the contractor at the job site during construction. (NAVFAC)
- QUALITY CONTROL:** Tests and sampling techniques to see that required quality is provided. (AIA)
- QUALITY LEVEL:** The specific degree of excellence, basis, nature, character or kind of performance of a particular item or group of items established by the designer and included in the plans and specifications. (NAVFAC)

RESIDENT ENGINEER: A person representing the Owner's interests at the Project site during the Construction Phase; term frequently used on Projects in which a governmental agency is involved. (AIA)

SAMPLES: Physical examples furnished by the Contractor for the Architect's review and approval, which illustrate materials, equipment or workmanship, and which establish standards by which the Work will be judged. (AIA)

SPECIFIC QUALITY CONTROL: The tests, controls, performances or certifications specifically required in each technical section of the specification to assure the specified quality level of a particular item or group of items. (NAVFAC)

SUBSTITUTION: A material or process offered in lieu of and as being equivalent to a specified material or process. (AIA)

SUPERINTENDENT: Contractor's representative at the site who is responsible for continuous field supervision, coordination, completion of the Work and, unless another person is designated in writing by the Contractor to the Owner and the Architect, for the prevention of accidents. (AIA)

SURVEILLANCE: A close watch or observation kept over a contractor's inspection system to insure that it is functioning properly, performed concurrently with the construction representation inspections. (NAVFAC)

- ACCIDENT** (insurance terminology): A sudden, unexpected event identifiable as to time and place. (AIA)
- ALTERATIONS:** (1) A construction project (or portion of a project) comprising revisions within or to prescribed elements of an existing structure, as distinct from additions to an existing structure.
(2) Remodeling. (AIA)
- APPROVAL, ARCHITECT'S:** Architect's written or imprinted acknowledgement that materials, equipment or methods of construction are acceptable for use in the Work, or that a Contractor's request or claim is valid. (AIA)
- BODILY INJURY** (insurance terminology): Physical injury, sickness or disease sustained by a person. See also "Personal Injury". (AIA)
- BOUNDARY SURVEY:** A mathematically closed diagram of the complete peripheral boundary of a site, reflecting dimensions, compass bearings and angles. It should bear a licensed land surveyor's signed certification, and may include a metes and bounds or other written description. (AIA)
- BUILDER'S RISK INSURANCE:** A specialized form of property insurance to cover Work in the course of construction. See also "Property Insurance". (AIA)
- BUILDING PERMIT:** A permit issued by appropriate governmental authority allowing construction of a Project in accordance with approved Drawings and Specifications. (AIA)
- CARE, CUSTODY AND CONTROL** (insurance terminology): The term used to describe a standard exclusion in liability insurance policies. Under this exclusion, the liability insurance does not apply to damage to property in the care or custody of the insured, or to damage to property over which the insured is for any purpose exercising physical control. (AIA)
- CODES:** Regulations, ordinances or statutory requirements of a governmental unit relating to building construction and occupancy, adopted and administered for the protection of the public health, safety and welfare. (AIA)
- CONTRACT LIMIT:** A limit line or perimeter line established on the Drawings or elsewhere in the Contract Documents defining the boundaries of the site available to the Contractor for construction purposes. (AIA)
- CRITICAL PATH METHOD (CPM):** A charting of all events and operations to be encountered in completing a given process, rendered in a form permitting determination of the relative significance of each event, and establishing the optimum sequence and duration of operations. See also "Pert Schedule". (AIA)
- DATE OF COMMENCEMENT OF THE WORK:** The date established in a Notice to Proceed or, in the absence of such Notice, the date of the Agreement or such other date as may be established therein or by the parties thereto. (AIA)
- INSPECTION:** Examination of Work completed or in progress to determine its compliance with Contract requirements. The Architect ordinarily makes only two inspections of a construction project, one to determine Substantial Completion, and the other to determine final completion. These inspections should be distinguished from the more general observations made by the Architect on his periodic visits to the site during the progress of the Work. The term is also used to mean examination of the Work by a public official, Owner's representative, or others. (AIA)
- PERSONAL INJURY** (insurance terminology): Injury or damage to the character or reputation of a person, as well as bodily injury. Personal injury insurance usually covers such situations as false arrest, malicious prosecution, willful detention or imprisonment, libel, slander, defamation of character, wrongful eviction, invasion of privacy or wrongful entry. See also "Bodily Injury." (AIA)
- PERT SCHEDULE:** An acronym for Project Evaluation Review Technique. The Pert Schedule charts the activities and events anticipated in a work process. See also "Critical Path Method (CPM)". (AIA)
- PROJECT REPRESENTATIVE:** The Architect's representative at the Project site who assists in the Administration of the Construction Contract. When authorized by the Owner, a Full-Time Project Representative may be employed. (AIA)
- PROJECT SITE:** See "Site". (AIA)
- PROPERTY DAMAGE INSURANCE:** Part of general liability insurance covering injury to or destruction of tangible property, including loss of use resulting therefrom, but usually not including property which is in the care, custody and control of the insured. See also "Care, Custody and Control." (AIA)
- PROPERTY INSURANCE:** Insurance on the Work at the site against loss or damage caused by perils of fire, lightning, extended coverage (wind, hail, explosion, except steam boiler explosion, riot, civil commotion, aircraft, land vehicles and smoke), vandalism and malicious mischief and additional perils (as otherwise provided or requested). See also "Special Hazards Insurance". (AIA)
- PUBLIC LIABILITY INSURANCE:** Insurance covering liability of the insured for negligent acts resulting in bodily injury, disease or death

of others than employees of the insured, and/or property damage. (AIA)

SINGLE CONTRACT: Contract for construction of a Project under which a single prime Contractor is responsible for all of the work. (AIA)

SITE: Geographical location of the Project, usually defined by legal boundary lines. (AIA)

SPECIAL HAZARDS INSURANCE: Additional perils insurance to be included in Property Insurance (as provided in Contract Documents or requested by Contractor or at option of Owner) such as sprinkler leakage, collapse, water damage, all physical loss, or insurance on materials and supplies at other locations and/or in transit to the site. See also "Property Insurance". (AIA)

SURVEY: (1) Boundary and/or topographic mapping of a site. (2) Measuring an existing building. (3) Analyzing a building for use of space. (4) Determining Owner's requirements for a Project. (5) Investigating and reporting of required data for a Project. (AIA)

WORK: All labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such construction. (AIA)

WORKMEN'S COMPENSATION INSURANCE: Insurance covering liability of an employer to his employees for compensation and other benefits required by workmen's compensation laws with respect to injury, sickness, disease or death arising from their employment. (AIA)

ZONING PERMIT: A permit issued by appropriate governmental authority authorizing land to be used for a specific purpose. (AIA)

CERTIFICATE FOR PAYMENT: A statement from the Architect to the Owner confirming the amount of money due Contractor for Work accomplished or materials and equipment suitably stored, or both. (AIA)

NONCONFORMING WORK: Work that does not fulfill the requirements of the Contract Documents. (AIA)

SAMPLES: Physical examples furnished by the Contractor for the Architect's review and approval, which illustrate materials, equipment or workmanship, and which establish standards by which the Work will be judged. (AIA)

SUPPLIER: A person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site. (AIA)

SYSTEMS (a process): Combining prefabricated assemblies, components and parts into single integrated units utilizing industrialized production, assembly and methods. (AIA)

VENDOR: A person or organization who furnishes materials or equipment not fabricated to a special design for the Work. (AIA)

- APPLICATION FOR PAYMENT:** Contractor's written request for payment of amount due for completed portions of the Work and, if the Contract so provides, for materials delivered and suitably stored pending their incorporation into the Work. (AIA)
- AS-BUILT DRAWINGS:** Use "Record Drawings". (AIA)
- ASSOCIATE (of an office or firm):** A member of an Architect's staff who has a special employment agreement. (AIA)
- BENEFICIAL OCCUPANCY:** Use of a project or portion thereof for the purpose intended. (AIA)
- BONUS AND PENALTY CLAUSE:** A provision in the Construction Contract for payment of a bonus to the Contractor for completing the Work prior to a stipulated date, and a charge against the Contractor for failure to complete the Work by such stipulated date. (AIA)
- BUILDING INSPECTOR:** A representative of a governmental authority employed to inspect construction for compliance with applicable codes, regulations and ordinances. (AIA)
- CERTIFICATE FOR PAYMENT:** A statement from the Architect to the Owner confirming the amount of money due Contractor for Work accomplished or materials and equipment suitably stored, or both. (AIA)
- CERTIFICATE OF OCCUPANCY:** Document issued by governmental authority certifying that all or a designated portion of a building complies with the provisions of applicable statutes and regulations; and permitting occupancy for its designated use. (AIA)
- CHANGE ORDER:** A written order to the Contractor signed by the Owner and the Architect, issued after the execution of the Contract, authorizing a change in the Work or an adjustment in the Contract Sum or the Contract Time. A Change Order may be signed by the Architect alone, provided he has written authority from the Owner for such procedure and that a copy of such written authority is furnished to the Contractor upon request. A Change Order may also be signed by the Contractor if he agrees to the adjustment in the Contract Sum or the Contract Time. The Contract Sum and the Contract Time may be changed only by Change Order. (AIA)
- CHANGES IN THE WORK:** Changes ordered by the Owner consisting of additions, deletions or other revisions within the general scope of the Contract, the Contract Sum and the Contract Time being adjusted accordingly. All Changes in the Work, except those of a minor nature not involving an adjustment to the Contract Sum or Contract Time, should be authorized by Change Order. See also "Field Order." (AIA)
- COMPLETED OPERATIONS INSURANCE:** Liability insurance coverage for injuries to persons or damage to property occurring after an operation is completed but attributed to that operation. An operation is completed (1) when all operations under the Contract have been completed or abandoned; or (2) when all operations at one project site are completed; or (3) when the portion of the Work out of which the injury or damage arises has been put to its intended use by the person or organization for whom that portion of the Work was done. Completed Operations Insurance does not apply to damage to the completed Work itself. (AIA)
- COMPLETION DATE:** The date established in the Contract Documents for Substantial Completion of the Work. See also (1) Date of Substantial Completion; (2) Time of Completion. (AIA)
- COMPLETION LIST:** See "Inspection List". (AIA)
- COMPLETION, SUBSTANTIAL:** See "Date of Substantial Completion". (AIA)
- CONTRACT TIME:** The period of time established in the Contract Documents within which the Work must be completed. The Contract Time can be adjusted only by Change Order. (AIA)
- CONTRACTOR'S AFFIDAVIT:** A certified statement of the Contractor, properly notarized, relating to payments of debts and claims, release of liens, or similar matters requiring specific evidence for the protection of the Owner. (AIA)
- CONTRACTUAL LIABILITY:** Liability assumed by a party under a contract. An indemnification or "hold harmless" clause is an example of contractual liability. (AIA)
- DATE OF SUBSTANTIAL COMPLETION:** The date certified by the Architect when the Work or a designated portion thereof is sufficiently complete, in accordance with the Contract Documents, so the Owner may occupy the Work or designated portion thereof for the use for which it is intended. (AIA)
- DEFECTIVE WORK:** Work not complying with the Contract requirements. (AIA)
- DEFICIENCIES:** See "Defective Work". (AIA)
- EXTRA:** An item of Work involving additional cost. See also "Addition (to Contract Sum)". (AIA)
- FIELD ORDER:** A written order effecting a minor change in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time, issued by the Architect to the Contractor during the Construction Phase. (AIA)
- FINAL ACCEPTANCE:** The Owner's acceptance of the Project from the Contractor upon certification by the Architect that it is complete and in accordance with the Contract requirements. Final acceptance is confirmed by the

making of final payment unless otherwise stipulated at the time of making such payment. (AIA)

FINAL COMPLETION: Term denoting that the Work is complete and all Contract requirements have been fulfilled by the Contractor. (AIA)

FINAL INSPECTION: Final review of the Project by the Architect prior to his issuance of the final Certificate for Payment. (AIA)

FINAL PAYMENT: Payment made by the Owner to the Contractor, upon issuance by the Architect of the final Certificate for Payment, of the entire unpaid balance of the Contract Sum as adjusted by Change Orders. See also "Final Acceptance". (AIA)

GUARANTEE: Legally enforceable assurance of the duration of satisfactory performance or quality of a product or Work. (AIA)

HOLD HARMLESS: See "Indemnification". See also "Contractual Liability". (AIA)

INDEMNIFICATION: A contractual obligation by which one person or organization agrees to secure another against loss or damage from specified liabilities. (AIA)

INDEMNIFICATION, IMPLIED: An indemnification which is implied by law rather than arising out of a contract. (AIA)

INSPECTION: Examination of Work completed or in progress to determine its compliance with Contract requirements. The Architect ordinarily makes only two inspections of a construction project, one to determine Substantial Completion, and the other to determine final completion. These inspections should be distinguished from the more general observations made by the Architect on his periodic visits to the site during the progress of the Work. The term is also used to mean examination of the Work by a public official, Owner's representative, or others. (AIA)

INSPECTION LIST: A list of items of Work to be completed or corrected by the Contractor. (AIA)

LABOR AND MATERIAL PAYMENT BOND: A bond of the Contractor in which a Surety guarantees to the Owner that the Contractor will pay for labor and materials used in the performance of the Contract. The claimants under the bond are defined as those having direct contracts with the Contractor or any Subcontractor. (AIA)

LIEN: See "Mechanic's Lien". (AIA)

LIEN WAIVER: See "Waiver of Lien". (AIA)

LIQUIDATED DAMAGES: A sum established in a Construction Contract, usually as a fixed sum per day, as the measure of damages suffered by the Owner due to failure to complete the Work within a stipulated time. See also (1) Bonus and Penalty Clause; (2) Bonus Clause. (AIA)

MECHANIC'S LIEN: A lien on real property created by statute in all states in favor of persons supplying labor or materials for a building or structure for the value of labor or materials supplied by them. In some jurisdictions, a mechanic's lien also exists for the value of professional services. Clear title to the property cannot be obtained until the claim for the labor, materials or professional services is settled. (AIA)

MINOR CHANGE (in the Work): A change of minor nature in the Work not involving an adjustment in the Contract Sum or Contract Time, which may be effected by Field Order or other written order issued by the Architect. (AIA)

MODIFICATION (to the Contract Documents); (1) A written amendment to the Contract signed by both parties. (2) A Change Order. (3) A written or graphic interpretation issued by the Architect. (4) A written order for a minor change in the Work issued by the Architect. See also (1) Change Order; (2) Field Order. (AIA)

NONCONFORMING WORK: Work that does not fulfill the requirements of the Contract Documents. (AIA)

PARTIAL OCCUPANCY: Occupancy by the Owner of a portion of a Project prior to final completion. (AIA)

PERMIT, OCCUPANCY: See "Certificate of Occupancy." (AIA)

POST-COMPLETION SERVICES: Additional services rendered after issuance of the final Certificate for Payment, such as consultation regarding maintenance, processes, systems, etc. (AIA)

PROGRESS PAYMENT: Partial payment made during progress of the Work on account of work completed and/or materials suitably stored. (AIA)

PUNCH LIST: Use "Inspection List". (AIA)

RECORD DRAWINGS: Construction drawings revised to show significant changes made during the construction process, usually based on marked-up prints, drawings and other data furnished by the Contractor to the Architect. (AIA)

RELEASE OF LIEN: Instrument executed by one supplying labor, materials or professional services on a Project which releases his mechanic's lien against the Project property. See also "Mechanic's Lien". (AIA)

RETAINAGE: A sum withheld from progress payments to the Contractor in accordance with the terms of the Owner-Contractor Agreement. (AIA)

TERMINAL EXPENSES: Expenses incurred in connection with the termination of a contract. (AIA)

TIME (as the essence of the Construction Contract): Time limits or periods stated in the Contract. A provision in a Construction Contract that "time is of the essence of the Contract" signifies that the parties consider that punctual performance within the time limits or periods in the Contract is a vital part of the performance and that failure to perform on time is a breach for which the injured party is entitled to damages in the amount of loss sustained. (AIA)

TIME OF COMPLETION: Date established in the Contract, by name or by number of days, for Substantial Completion of the Work. See also (1) Completion Date; (2) Contract Time. (AIA)

TIMELY COMPLETION: Completion of the Work or designated portion thereof on or before the date required.

WAIVER OF LIEN: An instrument by which a person or organization who has or may have a right of mechanic's lien against the property of another relinquishes such right. See also (1) Mechanic's Lien; (2) Release of Mechanic's Lien. (AIA)

WORK: All labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such construction. (AIA)