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*Uniform Location of Subject Matter
Information in Construction Documents*

prepared and issued jointly by



and



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**The Construction
Specifications Institute**

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INTRODUCTION

Examination of many bidding and construction contract documents in the years immediately preceding the initial publication of this document indicated that there were widely varying approaches to the question of where in such documents a particular matter should be addressed. It became apparent that individuals familiar with bidding and construction contract documents, as well as the uninitiated, would benefit from a standardized approach to the location of subject matter in those documents. Experience indicates that the practice of many preparers of bidding and contract documents of addressing the same subject matter in more than one location continues and leads to confusion and unanticipated legal consequences, especially because in many cases, the wording varies in each repetition. Also, the passage of time since this locator document's inception has resulted in the addition of new subject matter in the construction contracting industry.

With this in mind, the Engineers Joint Contract Documents Committee (EJCDC) and The American Institute of Architects (AIA) with the concurrence of the Construction Specifications Institute (CSI) Technical Committee have updated the attached tabulation which will continue to serve well as a "quick reference" for general guidance of those preparing bidding and construction contract documents. The several bidding requirements documents, contract forms and divisions of the specifications considered here are the ones customary in a construction project. Users of this document may find more comprehensive guidance for locating subject matter by referring to CSI's MasterFormat® publication.

This document addresses the recommended location of information in

- 1) the Advertisement or Invitation to Bid/Propose;
- 2) Instructions to Bidders/Proposers;
- 3) Bid/Proposal;
- 4) Agreement;
- 5) General Conditions;
- 6) Supplementary Conditions;
- 7) Division 01, General Requirements; and
- 8) Divisions 02–49, Specifications.

The subject matter of performance and payment bonds and other instruments of surety, as well as the Notice to Proceed, Addenda, and Drawings, is not addressed here. A bibliography of the principal construction-related documents of the organizations endorsing this Uniform Location of Subject Matter is included at the end of this Introduction.

It should also be noted that this document and its recommendations for specific locations of the various subject matters are focused on conventional tri-party (owner-architect/engineer-contractor) design-bid/negotiate-build construction projects; it does not take into account the proper location of items for design-build (DB), construction manager (CM as advisor or CM at risk), owner-builder, or Integrated Project Delivery forms of project deliveries. On these alternative types of project delivery the specific documents used may vary, depending on how the project team is assembled. Although this Uniform Location of Subject Matter may still be used for basic guidance on alternative delivery projects, its recommendations must be reconsidered and perhaps modified to meet the project delivery requirements.

While practices vary both regionally and between private and public projects, the decisions reflected in the Uniform Location of Subject Matter are based on the definitions and practices of the AIA, EJCDC, and CSI. The Advertisement or Invitation to Bid/Propose and the Instructions to Bidders/Proposers are not ordinarily considered to be Contract Documents, for two principal reasons: (1) much of their subject matter pertains only to procedures or requirements in effect before the Agreement is signed and not to performance of the Work; and (2) in some cases the contract is negotiated rather than bid so that the two documents in question would not exist. The latter reason also led to the conclusion that the bid itself may not ordinarily be included as one of the Contract Documents. In most cases, the information contained in the bid is repeated in the Agreement or elsewhere in the Contract Documents, although there are situations where, to avoid rekeying and the possible errors incident thereto, it may be acceptable to attach the bid as an Exhibit to the Agreement or otherwise incorporate the bid in the Agreement. Provisions for both alternatives are included in both the AIA and EJCDC documents. The Bid Form ordinarily should not contain basic contractual provisions, since it is an offer to perform the Work in accordance with the Contract Documents.

The Agreement should identify the key parties involved in the Project, by name, and the various documents that comprise the Contract Documents. The Agreement should contain the basic information as to contract times, contract price or sum, the basic terms applicable to payment and retainage arrangements, any terms as to guaranteed maximum amount, sharing of cost savings, or incentive compensation, and provisions for liquidated damages.

The General Conditions contain the basic provisions affecting the rights and duties of the owner and contractor, and define the responsibilities and limitation of authority and liability of the architect or engineer during construction. The expression of these rights and duties, as well as the limitations thereof, is so important and has such sweeping and subtle legal consequences that the carefully chosen wording should be altered only where mandated by the specific requirements of a given project and following the advice of an attorney; redrafting of these terms by design professionals is discouraged. There are, of course, some provisions of the General Conditions that are routinely supplemented or expanded with project-specific terms in the Supplementary Conditions, such as stipulating the specific amounts for property and liability insurance coverage. Many of the obligations established by the General Conditions also require more specification of the procedural requirements and administrative processes for satisfying those obligations, such as preparation and submittal of Shop Drawings, which are to be set forth in Division 01.

Some have referred to the General Conditions as containing the “contractual-legal” provisions, establishing rights and responsibilities of the parties to the contract and other participants in the Project, as modified and supplemented by the Supplementary Conditions, but it is important to remember that the Agreement is a primary location of contractual-legal provisions, and that all provisions of the contract documents have binding requirements. The provisions of a specification may, in a given case, prove to be of more legal significance than any other term of the contract between the parties.

Significant efforts have been made by the AIA and EJCDC committees to develop guidelines for preparation of Supplementary Conditions. While such documents are primarily intended for use when modifying or supplementing the basic contractual relationships, the division of subject matter between the Supplementary Conditions and Division 01 (General Requirements of the Specifications) is more difficult of analysis and may appear arbitrary at times. Division 01 is the appropriate location for those provisions which are Work-related, pertain to performance of the Work, are administrative in nature, and have a common application to the other Divisions of the Specifications. For example, language supplementing that of the General Conditions on the matter of Shop Drawing preparation, submittal and processing and the procedures for satisfying the requirement to maintain a current marked-up set of record documents at the site will appear in Division 01, whereas language to set forth the details and amounts of property and liability insurance will appear in the Supplementary Conditions.

This tabulation is intended for guidance of design professionals as well as owners, attorneys, contractors, subcontractors, lenders, sureties and others who prepare bidding and construction contract documents. It is not intended to serve as legal precedent used to determine the enforceability of contract provisions based on their “proper” location in the contract documents. Neither should this guide be relied upon as an index to any particular set of Contract Documents. Hopefully, it will make for greater uniformity of bidding and construction contract documents in the industry. Many owners prefer their own standard documents; in such cases, the subject matter not included in the Agreement or General Conditions should appear in the Supplementary Conditions.

The professional societies that have participated in the development of and endorse this Uniform Location of Subject Matter intend that it be used as a guide in the development and revision of their published standard forms. It should be noted, however, that the current editions of Contract Documents prepared by EJCDC and by AIA are not uniform in all respects. Variances of significance have been identified in the Notes column by indicating either “EJCDC Only” or “AIA Only” to indicate where a consensus has not yet emerged or where the preferred location of subject matter may vary under certain conditions.

CODE SYMBOLS

The following code symbols have been used in the Uniform Location of Subject Matter:

- P The principal or primary statement of the topic involved, typically stating the basic principles of the topic, its relationship to the parties, or the parties’ respective rights and responsibilities with respect to the topic.
- S A further statement to supplement or amend the principal statement, to add details, procedural requirements or specific data applicable to the basic statement, to add language required by law or regulation, or to adapt the basic statement of principle to the requirements of the particular contract.
- X Cross reference to where the basic or primary statement may be located.

Former editions of this guide contained some instances of a particular subject matter being coded with a “P” in two locations. This was potentially confusing to the user as it appeared acceptable to be repetitious with certain subject matter, when in fact what was being indicated was that different scopes or contexts of the subject matter occur in different primary locations. This edition has been revised to add more descriptive “qualifiers” of the scope or context of a particular subject matter (sub-topics) that appear in different primary locations.

BIBLIOGRAPHY

The following is a bibliography of the documents prepared by the AIA, EJCDC and CSI to which this Uniform Location of Subject Matter applies.

The American Institute of Architects

AIA Document A101™–2007, Owner/Contractor Agreement.

AIA Document A201™–2007, General Conditions of the Contract for Construction

AIA Document A503™–2007, Guide for Supplementary Conditions

AIA Document A701™–1997, Instruction to Bidders

NOTE: AIA Documents A102™–2007 and A103™–2007, not referenced in the chart, use the General Conditions of AIA Document A201™–2007.

MasterSpec®

MasterSpec® Division 01, General Requirements

The Engineers Joint Contract Documents Committee

EJCDC C-200, 2007 Edition, Suggested Instructions to Bidders for Construction Contracts

EJCDC C-410, 2007 Edition, Suggested Bid Form for Construction Contracts

EJCDC C-520, 2007 Edition, Agreement Between Owner and Contractor for Construction Contract (Stipulated Price)

EJCDC C-525, 2007 Edition, Agreement Between Owner and Contractor for Construction Contract (Cost-Plus)

EJCDC C-700, 2007 Edition, Standard General Conditions of the Construction Contract

EJCDC C-800, 2007 Edition, Guide to the Preparation of Supplementary Conditions

The Construction Specifications Institute

The Project Resource Manual, Fifth Edition (2005)

MasterFormat® 2011 Update (CSI/CSC)

Uniform Location of Subject Matter

KEY OR CODE P Primary Statement S Secondary/Supplementary Statement X Cross Reference to Primary Statement	PROCUREMENT REQUIREMENTS			CONTRACT DOCUMENTS					10 Notes
	2 Advertisement, Invitation to bid or RFP	3 Instructions or Information	4 Bid or Proposal	5 Owner-Contractor Agreement	6 General Conditions	7 Supplementary Conditions	8 General Requirements (Division 01)	9 Specifications (Divisions 02–49)	
1 Subject Matter									
A									
Abbreviations—definition of those used in Specifications							P	S	
Acceptance of Work					P				
Access to the Work by A/E and others (see Work—access to by A/E and others)									
Addenda—definition of		P			X				AIA only.
Addenda—definition of		X			P				EJCDC only.
Addresses for legal notices—establishment of				P					
Agreement—definition of					P				
Agreement—execution of		P							
Allowances—for cash, contingency or material costs in bid		X	P						
Allowances—contractual terms governing them					P				
Allowances—listing and general description of		X					P	S	
Alternates/Alternatives—listing and general description of		X	X	X			P		
Alternates/Alternatives—for grouping of parts of Work in bid		X	P	X			S	S	
Alternates/Alternatives—for materials and equipment in bid		X	P	X			S	S	
Application for Payment—definition of					P				
Application for Payment—types, contents of, procedures (see Payment)									
Application for final payment (see Payment—application for final)									
Application for progress payment (see Payment—applications for progress)									
Approval of payments—recommendation of or certificate for (see Payment—Architect's certificate for and Payment—Engineer's recommendation of)									
Arbitration (see Dispute resolution)									
Architect—definition of					P				AIA only.
Architect—identification of	S			P					AIA only.
Architect—responsibilities during bidding		P							AIA only.
Architect—responsibilities and limitations of authority during construction					P	S	S	X	AIA only.
Architect's supplemental instructions or order for minor change					P		S		AIA only. For term used by EJCDC, see Field Order .
Architect—visits to site					P	S			AIA only.
Assignment of Owner's other contracts to general contractor		X		P			S		EJCDC only
Assignment by Contractor				P					EJCDC only.
Assignment by Contractor					P				AIA only.

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1 Subject Matter									
Availability of lands or site					P	S	S		
Award of Contract—basis of		P							
Award of Contract—Notice of, defined (see Notice of Award)									
Award of Contract—timing and procedure for giving (see Notice of Award)									
B									
Before starting construction—Contractor's responsibilities (see Contractor)									
Before starting construction—Owner's responsibilities (see Owner)									
Bid—definition of					P				EJCDC only.
Bid—definition of		P							AIA only.
Bid—definition of type		P							
Bid—evaluation		P							
Bid—opening procedure		P							
Bid—Owner's discretion to accept, reject, or waive		P							
Bid—requirements for preparation and submission of		P							
Bid bond—(see Bid security)									
Bid opening—time and place	P	X							
Bid security—in general and detailed requirements for	X	P							Bid security requirements are operative only until the execution of Agreement.
Bidder—authority to sign		X	P						
Bidder—requirement for examination of premises or site and bidding documents before submitting bid		P							
Bidder—qualification of	X	P							
Bidder—representations by		S	P						See also Contractor —representations by.
Bidding documents—deposit refund	X	P							
Bidding documents—obtaining	P	X							
Bonds—in general		X			P	S			
Bonds—Bid (see Bid security)									
Bonds—Performance and Payment—definition of					P				
Bonds—Performance and Payment—delivery of		S			P				
Bonds—Performance and Payment—requirements for	S	X			P	S			
C									
Cash allowances (see Allowances)									
Changes and supplements to General Conditions						P			
Change Order—definition of					P				
Changes in the Work					P	S	S		
Claims for additional cost or time					P	S			
Claims for damages					P				

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1 Subject Matter									
Claims—time limit					P				
Claims—waiver					P				
Clarifications and interpretations—by A/E of bidding documents		P							
Clarifications and interpretations—by A/E of Contract Documents					P				
Cleaning—before construction								P	
Cleaning—during construction					P		S	S	
Cleaning—final					P		S	S	
Close-out procedures							P		
Commencing Work at the site					P		S		
Communications during construction					P	S	S		
Communications prior to opening of bids		P							
Completion—final (see Final completion)									
Completion—substantial (see Substantial Completion)									
Conferences and meetings—after award of Contract but before construction (Pre-construction conference) (EJCDC)					P	S	S		EJCDC only.
Conferences and meetings—after award of Contract but before construction (Pre-construction conference) (AIA)							P		AIA only.
Conferences and meetings—during construction							P		
Conferences and meetings—pre-award		P							EJCDC only.
Conferences and meetings—pre-bid	X	P							
Conflicts, errors, or discrepancies—reporting (see Errors, discrepancies, or conflicts)									
Consent for final payment—by surety or others (see Payment—consent of surety to final payment)									
Construction—by other contractors					P	S	S		
Construction—by Owner					P	S	S		
Construction—coordination					P	S	S		
Construction—schedule (see Schedule—progress)									
Construction—sequences of, if specified in Contract Documents by A/E							P	S	
Construction Change Directive					P				AIA only. For term used by EJCDC, see Work Change Directive .
Construction equipment—responsibility for furnishing					P		S		
Continuing Work during disputes					P				
Contract—definition of					P				
Contract Documents—copies furnished by Owner					P	S			
Contract Documents—definition of					P				
Contract Documents—detailed listing of				P					
Contract Documents—ownership of					P	S			

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1 Subject Matter									
Contract price breakdown by Contractor for Owner's accounting requirements							P		This is not a schedule of values.
Contract Price—change of					P				EJCDC only. For term used by AIA, see Contract Sum .
Contract Price—definition of					P				EJCDC only. For term used by AIA, see Contract Sum .
Contract Price—statement of amount				P					EJCDC only. Bid price typically will be restated in Agreement as Contract Price. Where many unit prices are used, bid may be attached as exhibit to Agreement.
Contract Sum—change of					P				AIA only. For term used by EJCDC, see Contract Price .
Contract Sum—definition of					P				AIA only. For term used by EJCDC, see Contract Price .
Contract Sum—statement of amount				P					AIA only. Sum stated in the bid is the Bid Sum. Bid Sum typically will be restated in Agreement as Contract Sum. Where many unit prices, etc., are used, bid may be attached as exhibit to Agreement.
Contract Time(s)—change of					P		S		
Contract Time(s)—commencement of (EJCDC)					P				EJCDC only.
Contract Time(s)—commencement of (AIA)				P					AIA only.
Contract Time(s)—definition of					P				AIA uses "Contract Time." EJCDC uses "Contract Times."
Contract Time(s)—specific dates or time to complete	X	X	S	P					Completion time may be one of the bid items but the parties are only bound to the completion time in the Agreement.
Contractor—address for notices				P					
Contractor—continuing obligations					P				
Contractor—definition of					P				
Contractor—general guarantee or warranty (see Warranty—by Contractor—general)									
Contractor—identification of				P					
Contractor—liability insurance (see Insurance)									
Contractor—license number indicated			P	S					EJCDC only.
Contractor—neglect of Work					P				
Contractor—representations by (EJCDC)				P					EJCDC only.
Contractor—representations by (AIA)					P				AIA only.
Contractor—representative identified				P					
Contractor—requirement to identify license number of		P							EJCDC only.
Contractor—requirement to provide evidence of authority to do business		P							
Contractor—responsibilities in general					P	S	S		
Contractor—review of Contract Documents before starting Work (but after award of Contract)					P				
Contractor—right to stop Work					P				
Contractor—right to terminate Contract					P				

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1 Subject Matter									
Contractor—specific guarantees & warranties (see Warranty—by Contractor—specific)									
Contractor—supporting documentation providing authority to sign				P					
Contractor—warranty of title to Work, materials, and equipment (see Warranty of title by Contractor)									
Coordination of Project and work of separate contractors and various trades					P	S	S		
Coordination of work among separate prime contractors (see Responsibilities—for coordinating work among separate prime contractors)									
Copies of documents—available for examination by bidders	P	S							
Copies of documents (see Contract Documents—copies furnished by Owner)									
Copyrights, royalties, and patents					P				
Correction of defective Work (see Defective Work—correction of)									
Correction period—by Contractor after Substantial Completion					P	S			
Correlation of Contract Documents					P				
Cost of Change Order Work					P	S			
Cost of Work—definition					P				EJCDC only.
Critical path scheduling (see Schedule of progress)									
Cutting and patching					P		S	S	
D									
Day—definition of					P				
Decisions by A/E					P				
Defective Work—acceptance					P				
Defective Work—correction of					P			S	
Defective Work—definition of					P				
Defective Work—rejection and removal					P			S	
Definitions—terms used in Agreement and General Conditions					P	S			
Definitions—terms used in bidding documents (not including definitions used in Contract Documents)		P							
Definitions—general terms used throughout Specifications							P		
Delays and extensions of time					P	S			
Delegated design—obligation to provide when specified					P	S			
Delegated design—specific design criteria, requirements and details of								P	
Delivery of bonds (see Bid security and Bonds)									

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1 Subject Matter									
Description of Work—detailed (see Work)									
Description of Work—in general (see Work)									
Discrepancies, conflicts, or errors—reporting (see Errors, discrepancies, or conflicts)									
Dispute resolution—description of methods and procedures					P	S			
Dispute resolution—selection of method				P					AIA only.
Drawings—definition of					P				
Drawings—listing of				P					Can be a cross-reference to index of Drawings.
Drawings—ownership of					P				
Drawings—requirement for Contractor to maintain record of changes during construction					P		S		EJCDC stipulates requirement under the term "Record Documents"
E									
Easements		X			P	S	S		
Electronic documents—contractual standing of					P				
Electronic documents—use of for Shop Drawings							P		
Emergencies—requirements for Contractor to act in event of					P				
Engineer—definition of					P				EJCDC only.
Engineer—identification of	S			P					EJCDC only.
Engineer—responsibilities and limitations of authority and responsibilities					P	S			EJCDC only. For responsibilities at site if Engineer employs a site representative, see Resident Project Representative .
Engineer—responsibilities during bidding		P							EJCDC only.
Engineer—status during construction					P	S			EJCDC only.
Engineer—visits to site					P	S			EJCDC only.
Equipment for construction—responsibility for furnishing (see Construction equipment—responsibility for furnishing)									
Equipment and materials (see Materials and equipment)									
Errors, discrepancies, or conflicts—reporting prior to bid		P	S						
Errors, discrepancies, or conflicts—reporting during construction					P				
Escalation—provisions for				P					Not specifically addressed in AIA or EJCDC documents. Agreement is proper place to address cost indexing and escalation.
Examination of site before submitting bid—requirement for (see Bidder)									
Examination of site before submitting bid—representation that bidder has performed, as inducement for Owner to accept bid			P						EJCDC only.
Examination of site before submitting bid—representation that successful bidder has performed, as inducement for Owner to enter into Agreement				P					EJCDC only.

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1 Subject Matter									10 Notes
Examination of site and existing work before starting new work—by Contractor					P				
Execution of Agreement and other Contract Documents (see Agreement)									
F									
Failure of payment (see Payment—Owner’s obligation to make)									
Field engineering—by Contractor (laying out the Work)					P	S	S		
Field Order—definition of					P				EJCDC only. For term used by AIA, see Architect’s supplemental instructions or order for minor change.
Field Order—use of					P		S		EJCDC only.
Final completion					P		S		
Final inspection					P	S	S		
Final payment (see Payment—application for final and Payment—final)									
Financial arrangements—Owner’s evidence of					P				
G									
Grades, lines, and levels—responsibility for laying out the Work					P	S	S		
Guarantees—by Contractor, general (see Warranty—by Contractor—general)									
Guarantees—by Contractor, specific (see Warranty—by Contractor—specific)									
H									
Hazardous materials—identification of known conditions and responsibilities and limitation of liability					P	S			
I									
Indemnification					P				
Initial Decision Maker—definition of					P				AIA only.
Initial Decision Maker—identification of				P					AIA only.
Initial start-up or placing in operation of particular items or equipment							P	S	
Inspection by Contractor of work performed by others					P	S	S	S	
Inspection, final by A/E (see Final inspection)									
Inspection of premises or site before submitting bid (see Bidder—requirement for examination of premises or site and bidding documents before submitting bid)									
Inspections and tests of Work					P		S	S	
Instruction of Owner’s personnel							P	S	
Inspections of Work in progress—off-site					P		S	S	
Instruments of Service—definition of					P				AIA only.

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1 Subject Matter									
Insurance—certificates of, obligation to furnish					P	S			
Insurance—types and coverage amounts required					P	S			
Insurers—qualification or acceptability of					P	S			
Interest on overdue payments				P					
Interpretations—given prior to bid opening		P							
Interpretations—given during construction					P	S	S		
Issuing office (of Bidding Documents)—identification of	P	S							
L									
Labor—Contractor's responsibility for					P				
Lands—availability of		X			P	S	S		EJCDC only.
Laws and regulations—including contract provisions mandated by law, such as equal opportunity, local labor, etc.		S			P	S			
Lay-out—Contractor obligation to perform (see Grades, lines, and levels)									
Lay-out data—Contractor to keep records of						P	S		
Licenses and permits					P	S	S		
Liens—Owner's obligation to provide legal description of site					P				
Liens—Work to be free of					P	S			Reference to specific laws or regulations sometimes required.
Liquidated damages		X		P					
Liquidated damages—definition and description of						P			AIA only.
Local conditions—bidder's obligation to become familiar with (see Bidder—representations by)									
M									
Manufacturer's field services—furnished by Owner or Contractor							P	S	
Materials and equipment—bidder's commitment to accept assignment of pre-purchased equipment contracts if awarded a contract for construction			P						
Materials and equipment—Contractor's acceptance of assigned pre-purchased equipment contract				P					
Materials and equipment—furnished by Contractor for incorporation in Work					P		S		
Materials and equipment—furnished by Contractor for incorporation in Work—spare parts for							P	S	
Materials and equipment—furnished by Owner or others for incorporation in Work. (For equipment used in performing the Work, see Construction equipment)							P	S	
Materials and equipment—notification of Owner's intent to assign pre-purchased equipment contracts		P							
Mediation (see Dispute resolution)									

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1 Subject Matter									
Meetings (see Conferences)									
Milestones—definition of					P	S			EJCDC only.
Milestones		S	S	P			S		
Minor changes in the Work					P				AIA only. For term used by EJCDC, see Field Order .
Mock-ups—specific requirement for								P	
Mock-ups—general procedure for preparation, review, approval, and retention							P		
Modification—definition of					P				AIA only.
Mutual responsibility of Contractors					P				
N									
Neglected Work—by Contractor (see Contractor—neglect of Work)									
Nonconforming Work (see Defective Work)									
Notice—giving of					P				
Notice of Award—definition of					P				EJCDC only.
Notice of Award—timing and procedure of giving		P							EJCDC only.
Notice to Proceed—definition of					P				EJCDC only.
Notice to Proceed—when given and consequences of		S			P		S		EJCDC only.
Notice to Proceed—when given and consequences of				P					AIA only.
O									
Observation—by A/E					P	S			
Obstructions—removal of							P	S	
Off-site inspections of Work in progress (see Inspections of Work in progress—off-site)									
Operation and maintenance data and manuals							P	S	
Or-equal items (EJCDC)		S			P				EJCDC only.
Or-equal items (AIA) (see Substitution of materials and equipment)									AIA only.
Owner—A/E representative of					P				
Owner—definition of					P				
Owner—evidence of authority to sign				P					
Owner—evidence of financial arrangements					P	S			
Owner—identification of	S		S	P					
Owner—information and services provided by					P	S			
Owner—representative at site					P	S			Reference is to Owner's employee and not to A/E or A/E's site representative (AIA, Architect's site representative, see Project representative . EJCDC, Engineer's site representative, see Resident Project Representative .)
Owner—representative identified, designated				P					AIA only.
Owner—representative, duty to identify					P				

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1 Subject Matter									
Owner—responsibilities during construction					P	S	S		
Owner—responsibilities during bidding		P							
Owner—right to carry out Work, due to Contractor default					P				
Owner—right to perform construction (other than Work)					P	S			
Owner—right to stop Work					P				
Owner—right to terminate Contract					P				
Ownership of Drawings and Specifications					P				
P									
Partial utilization or occupancy of portions of the Work					P	S	S		
Patent fees (see Copyrights, royalties, and patents)									
Payment—Application for, definition (see Application for Payment—definition of)									
Payment—application for final				S	P	S	S		
Payment—applications for progress				S	P	S	S		
Payment—Architect's certificate for					P				AIA only.
Payment—causes for withholding (not retainage)					P				
Payment—consent of surety to final payment					P				
Payment—Contractor to Subcontractors					P	S			
Payment—details of procedure for				S	P	S	S		
Payment—Engineer's recommendation of					P				EJCDC only.
Payment—final				S	P	S			
Payment—Owner's obligation to make				P	S				
Payment—Owner to Subcontractors					P				AIA only.
Payment—retainage				P	X				Reference to specific laws or regulations sometimes required.
Performance tests of installed equipment or products							P	S	
Permits					P	S	S		
Photographs of construction							P		
Physical conditions at site—inspection of by bidder before submitting bid (see Bidder—requirement for examination of premises or site and bidding documents before submitting bid)									
Physical conditions at site—reference to investigations and reports of		X			P	S	X	X	Actual reports are not part of Bidding or Contract Documents.
Physical conditions at site—claims for unforeseen					P		S		
Pre-award conference (see Conferences and meetings)									
Pre-construction conference (see Conferences and meetings)									
Pre-bid conference (see Conferences and meetings)									
Premises (see Site)									
Price—of Contract (see Contract Price and Contract Sum)									

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1 Subject Matter									
Procedures for submittals (see Submittals—procedures for)									
Product data—definitions of					P				AIA only.
Product data—procedures for submissions							P	S	AIA only.
Product Specifications								P	
Progress meetings (see Conferences and meetings—during construction)									
Progress payments (see Payment)									
Progress reports							P		
Progress schedule (see Schedule—progress)									
Project close-out procedures (see Close-out procedures)									
Project—definition of					P				
Project—description of	S			S			P		
Project Manual—definition of					P				EJCDC only. Some practitioners use the term on the cover of the Bidding & Contract Documents.
Project representative					P				AIA term only. For EJCDC term, see Resident Project Representative .
Property insurance (see Insurance—types and coverage amounts required)									
Protection of persons and property—in general					P	S			
Protection of persons and property—specified measures							P	S	
Protection of the Work					P	S	S	S	
Protection, receiving, and handling materials and equipment before and during installation and before acceptance—specific stipulations							P	S	
Q									
Qualification of bidders (see Bidder—qualification of)									
Qualification of insurers (see Insurers—qualification or acceptability of)									
Qualification of suppliers (see Suppliers)									
Qualification of sureties (see Surety—qualification or acceptability of)									
R									
Recommendation of payment (see Payment—Architect’s certificate for and Payment—Engineer’s recommendation of)									
Record documents—annotated by Contractor to show changes during construction					P		S		EJCDC only
Reference standards—listing of							P	S	
Reference standards—relation to Contract Documents					P				
Reference points—Owner’s responsibility for					P		S		EJCDC only.
Regulations, laws, etc. (see Laws and regulations)									

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1 Subject Matter									
Rejecting bids	S	P							
Rejecting defective Work (see Defective Work—rejection and removal)									
Remedies—legal					P				
Removal or correction of Defective Work (see Defective Work—rejection and removal and Defective Work—correction of)									
Reporting conflicts, errors, or discrepancies—by bidder (see Errors, discrepancies, or conflicts—reporting prior to bid)									
Reporting conflicts, errors, or discrepancies—by Contractor (see Errors, discrepancies, or conflicts—reporting during construction)									
Representations by Contractor (see Contractor—representations by)									
Resident Project Representative—definition of					P				EJCDC only.
Resident Project Representative—provisions for and authority of					P	S			EJCDC only.
Responsibilities—A/E (see Architect—responsibilities and Engineer—responsibilities)									
Responsibilities—Contractor (see Contractor—responsibilities in general)									
Responsibilities—for coordinating work among separate prime contractors					P	S	S		
Responsibilities—Owner (see Owner—responsibilities)									
Retainage (see Payment—retainage)									
Review of bidding documents by bidder—before submitting bid (see Bidder—requirement for examination of premises or site and bidding documents before submitting bid)									
Review of Contract Documents by Contractor—before starting Work (see Contractor—review of Contract Documents before starting Work (but after award of Contract))									
Rights of Way		X			P	S	S		EJCDC only.
Royalties (see Copyrights, royalties, and patents)									
S									
Safety and protection of persons and property (see Protection of persons and property)									
Samples—basic requirements					P		S		
Samples—definition of					P				
Samples—procedures for submittal							P	S	
Salvage of materials and equipment							S	P	
Schedule—progress					P	S	S		

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1 Subject Matter									
Schedule—of Shop Drawing and Sample submittals					P		S		
Schedule of values					P		S		
Scheduling—critical path (see Schedule—progress)									
Security on site					P		S		
Securities—pledging in lieu of retainage		S		P					EJCDC only.
Sequence of construction—if specified in Contract Documents							P	S	
Separate contracts					P		S	S	
Separate contracts—coordination of work among contractors					P	S	S		
Shop Drawings—basic requirements					P	S	S		
Shop Drawings—definition of					P				
Shop Drawings—procedures for submittal							P	S	
Site—availability of		X			P	S	S		EJCDC only. See Lands—availability of .
Site—inspection by bidder before submitting bid (see Bidder—requirement for examination of premises or site and bidding documents before submitting bid)									
Site—inspection by Contractor (see Examination of site and existing work before starting new work—by Contractor)									
Site—use of by Contractor					P	S	S		
Site—use of by Owner					P		S		
Site—visits by A/E (see Architect—visits to site and Engineer—visits to site)									
Spare parts for materials and equipment (see Materials and equipment—furnished by Contractor for incorporation in Work—spare parts for)									
Specifications—definition of					P				
Specifications—technical (see Product Specifications)									
Starting construction—Contractor's responsibilities before					P	S	S		
Starting construction—time of					P				
Starting Work at the site					P	S	S		
Stopping Work—by Contractor					P				
Stopping Work—by Owner					P				
Storage of materials and equipment							P	S	
Subcontractor—definition of					P				
Subcontractor—requirements to identify in bid		P							
Subcontractor—prequalification of		P							
Subcontractors—procedure for approval, if required, before award of Contract		P							
Subcontractors—procedure for approval, if required, after award of Contract					P	S			

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1 Subject Matter									
Subcontracts—requirements for					P	S			
Submittals—obligation to prepare					P				
Submittals—procedures for							P	S	
Substantial Completion—definition of					P				
Substantial Completion—identification of times for (see Contract Time(s)—specific dates or time to complete)									
Substantial Completion—in general					P	S	S		
Substantial Completion—procedures for					P	S	S		
Substitution of materials and equipment—procedure for if substitutions allowed before opening of bids or award of Contract		P							
Substitution of materials and equipment—procedure for if substitutions permitted after award of Contract					P	S	S		
Sub-subcontractor—definition of					P				AIA only.
Subsurface conditions at site—reference to investigations and reports of (see Physical conditions at site—reference to investigations and reports of)									
Subsurface conditions at site—unforeseen (see Physical conditions at site—claims for unforeseen)									
Subsurface obstructions—removal of identified obstructions								P	
Sum—change of Contract Sum (see Contract Sum)									
Sum—definition of Contract Sum (see Contract Sum)									
Sum—statement of amount, Contract Sum (see Contract Sum)									
Superintendent—Contractor's					P				
Supervision of construction—by Contractor					P				
Supplemental costs—in determining cost of Work, Change Orders					P				EJCDC only.
Supplementary Conditions—definition of					P				EJCDC only.
Suppliers—prequalification of		P							
Suppliers—qualification of								P	
Surety—qualification or acceptability of		X			P	S			
Surety—consent of for payment (see Payment—consent of surety to final payment)									
Surveys of site or premises—reference to records		X				P			
Suspending the Work—Owner's right to					P				
T									
Taxes—exemption for tax-exempt Owners		X				P			
Taxes—in general					P				
Temporary facilities (EJCDC)					P		S		EJCDC only.
Temporary facilities (AIA)							P		AIA only.

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1 Subject Matter									
Termination—by Contractor					P				
Termination—by Owner					P				
Tests—of the Work (see Inspections and tests of Work)									
Tests—performance of installed equipment or products (see Performance tests of installed equipment or products)									
Tests and inspections by Contractor or Owner					P	S	S	S	
Time—change of Contract Times (see Contract Times—change of)									
Time—commencement of Contract Times (see Contract Times—commencement of)									
Time—definition of Contract Times (see Contract Times—definition of)									
Time—specific completion dates or time (see Contract Times—specific dates or time to complete)									
Type of bid (see Bid—definition of type)									
Type of bid opening (see Bid—opening procedure)									
U									
Uncovering Work					P				
Unit prices—bid items, list of			P	S					In some situations, bid may be attached to Agreement to avoid time-consuming and error-prone rekeying of unit price entries.
Unit prices—in general		S			P		S	S	
Unit prices—measurement and payment methods							P	S	
Unit price quantity variations—change of unit price					P	S			EJCDC only.
Use of premises—by Contractor (see Site—use of by Contractor)									
Use of premises—by Owner (see Site—use of by Owner)									
V									
Values—schedule of (see Schedule of values)									
Visits to site—by A/E (see Architect—visits to site and Engineer—visits to site)									
W									
Waiver of Claims—by Contractor					P				
Waiver of Claims—by Owner					P				
Waiver of consequential damages					P				AIA only.
Waiver of subrogation					P	S			
Warranty—by Contractor—general					P	S			
Warranty—by Contractor—specific							S	P	Typically manufacturers' warranties.
Warranty of title by Contractor					P				
Weather—delay caused by					P	S			

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1 Subject Matter									
Work—access to by A/E and others					P	S			
Work—by other contractors (see Construction—by other contractors)									
Work—by other contractors, coordination among them (see Construction—coordination)									
Work—by Owner (see Construction—by Owner)									
Work—coordination of work with construction by utility owners					P	S	S	S	EJCDC only.
Work—commencement of (see Commencing Work at the site)									
Work—continuing during dispute					P				
Work—control of					P				
Work—definition of					P				
Work—description of		X					P	S	
Work—general description of	S			P			S		
Work—neglect of by Contractor					P				
Work—particular sequence of if specified in Contract Documents							P	S	
Work—stopping by Contractor (see Contractor—right to stop Work)									
Work—stopping by Owner (see Owner—right to stop Work)									
Work Change Directive					P	S	S		EJCDC only. For term used by AIA, see Construction Change Directive .
Working hours (EJCDC)					P	S			EJCDC only.
Working hours (AIA)							P		AIA only.