

S.C. AIA-AGC JOINT COOPERATIVE COMMITTEE

DEAR JCR USER:

These Joint Committee Recommendations (JCRs) were developed by the South Carolina AIA-AGC Joint Cooperative Committee. The architect members of the Committee are appointed by the President of the South Carolina Chapter of the American Institute of Architects, while the contractor members are appointed by the President of the Carolinas AGC.

These recommendations, while they are not mandatory, are the diligent work of a committee which is drawn from a cross section of the construction industry represented by architects and general contractors. The Committee presents these recommendations with the expectation that they will be adhered to voluntarily.

Many times it is discovered that a particular subject does not lend itself to a recommendation. Therefore, the recommendations which you are receiving cover only those matters which the authorized representatives of the South Carolinas AIA and the Carolinas AGC feel should be offered to the construction industry as guidelines for an efficient and effective implementation of construction practices.

Cooperation by architects and contractors in the implementation of these recommendations is the goal of the Joint Committee.

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**ARCHITECT-CONTRACTOR
JOINT RECOMMENDATION
OF
SOUTH CAROLINA CHAPTER, AIA
AND
CAROLINAS AGC**

The Joint Committee of the South Carolina Chapter of the AIA and the Carolinas AGC has, during the past several years, considered many subjects of mutual interest to architects and contractors.

When the Committee, after study and discussion on a particular subject, arrives at an agreement, it is then published as a joint recommendation and distributed by the Secretary of the Joint Committee to architects and contractors.

While these provisions are not binding on individual architects or contractors, the Committee believes that adherence to the recommendations will benefit the building owner, the public and the construction industry generally.

It is suggested that you examine the enclosed recommendations and retain the file for ready reference. Holders of this book will automatically receive all updated and new joint recommendations published by the Committee, through the respective organizations.

Any questions and/or suggestions regarding the recommendations should be directed to:

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This particular edition shall be referred to as the February, 2004 edition. The JCR book is being re-printed in its entirety for this edition. You will note a 02/04 in the top right-hand corner of each page. Many, many revisions have taken place since the initiation of the JCR Book, in what appears to be October, 1974.

Included is a Reference Index of the previous JCR number and the new identifying number.

It requires plenty of time and energies to review, edit, and revise these JCRs periodically. We sincerely appreciate the efforts of those individuals at AIA of SC and at CAGC, who played a major role in getting this mammoth task accomplished, as we present the latest edition of the Joint Committee Recommendations in its entirety.

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Cross Reference Index

<u>Former #</u>	<u>New #</u>	<u>Title</u>
JCR 1	JCR-BP-1	Estimating Time
JCR 2	JCR-BP-2	Bid Opening Time
JCR 3	JCR-BP-3	Plan Deposit Guarantee
JCR 4	JCR-BP-4	Number of Sets of Bidding Plans and Specifications
JCR 5	JCR-BP-5	Issuance of Addenda
JCR 6	JCR BP-6	Error in Bid
JCR 7	JCR-BP-7	Listings of Subcontractors
JCR 8	JCR-CP-1	Retainage
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JCR 10	JCR-CP-3	Scope and Responsibility for Punch List Items to Determine Substantial Completion
JCR 11	JCR-CD-1	Master Format Index
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JCR 13	JCR-CP-4	Pre-Construction Conference
JCR 14	JCR-CD-3	Door Numbering and Scheduling
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JCR 16	JCR-BP-8	Unit Prices
JCR 17	JCR-CP-6	Construction Progress Inspection
JCR 18	JCR-CP-7	Progress Schedules
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JCR 20	JCR-CD-4	Unusual Specialties
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JCR 23	JCR-CP-9	Inspection and Lab Tests
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JCR 30	JCR-CD-7	Guarantees and Warranties
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JCR 33	JCR-CP-11	Field Record Drawings
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MASTERFORMAT INDEX

RECOMMENDATION:

Insofar as practical, MASTERFORMAT for construction specifications should be used by architects and contractors.

COMMENTS:

- A. MASTERFORMAT supercedes The Uniform Construction Index which replaced the AIA filing system.
- B. It is of considerable value in categorizing specifications.
- C. It provides an excellent check system for architects and contracts as a guard against omission in estimating and bidding.
- D. MASTERFORMAT is available from:

The American Institute of Architects
1735 New York Avenue, N.W.
Washington, D.C. 20006

or

The Associated General Contractors of America, Inc.
333 John Carlyle Street, Suite 200
Alexandria, VA 22314



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SUPPLEMENTAL HOLD HARMLESS CLAUSES

RECOMMENDATION:

Hold Harmless provisions other than those contained in AIA 201 General Conditions of the Contract for Construction incorporated in a construction contract are a demand from the owner that the contractor assume liability for events over which the contractor may have no control. The specifier should not ask for protection for the owner or others beyond that which can be definitely defined and clearly covered by an insurance carrier.

COMMENTS:

- A. Insurance underwriters are insisting that the specific nature of insurance risk be defined.
- B. Many contractors have been advised by their insurance carrier not to submit bids on projects carrying "hold harmless" provisions. This reduces the competition and may result in substantially higher bid prices.
- C. Contractual blanket liability insurance carriers, even though writing the insurance, insist on certain exposure exceptions, which may affect the intended coverage.
- D. Contractual blanket liability insurance is an added cost which is eventually borne by the owner.
- E. Court cases have indicated that it is nearly impossible to recover under the broad term of "Hold Harmless" insurance.

Rev. 02/04

End of JCR-CD-2

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DOOR NUMBERING AND SCHEDULING

RECOMMENDATION:

1. Each door opening on floor plans should be designated by a different number.
2. Door schedule should contain these numbers in consecutive order with all requirements for each particular opening number appearing on the line item.

COMMENTS:

- A. Different number for each opening will assure proper coordination among millwork sub, door supplier, hardware supplier and metal frame supplier.
- B. On cartoned and/or numbered doors, contractor at jobsite will have easier job in distribution of doors to appropriate opening.
- C. Door lights, louvers, undercuts, "B" label, acoustical, etc. indicated as such on each appropriate numbered door schedule line item will assure one source of information for each opening.



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UNUSUAL SPECIALTIES

RECOMMENDATION:

The Architect may specify unusual specialties in one of the following ways:

1. Specify a cost allowance. Difference between the actual final cost and the allowance shall be covered by change order.
2. Specify accurate and current information on the source of the item.

COMMENTS:

- A. Allowances are recommended for items for which the bidding contractors may have difficulty in obtaining accurate price quotations. Included in this category are items of "unusual" nature, items for which there is no known local representation and/or items on which it is known prior to bidding that no firm bid can be obtained.
- B. If necessary to specify the item as recommended in #2 above, the Architect should send the manufacturer drawings and specifications as required for accurate pricing along with a list of the bidding contractors.
- C. JCR-CD-12, Utility Allowances.

Rev. 02/04

End of JCR-CD-4

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ALTERNATES

RECOMMENDATION:

1. Alternates should be kept to an absolute minimum.
2. Only additive alternates should be considered.
3. Alternates should be considered in sequential order in determining the low bidder.

COMMENTS:

- A. If alternates are required, they should be limited to four (4) if at all possible.
- B. Alternates should be carefully defined and pertinent.
- C. Owners should be advised by the architect on the need to minimize the use of alternates.
- D. Alternates involving multiple trades should be included in the initial documents and should not be added by addendum.
- E. In the event that deductive alternates are required, all alternates should be deductive. A combination of additive and deductive alternates should not be used.

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ALTERNATES (Continued)

It is the contention of Building Contractors that lower basic bids can be quoted when alternate bids are not involved. When alternate bids must be evaluated during the final stages of bid preparation, time for proper analyzation is not available. The tendency for the contractor is to protect himself. This usually means a higher bid to the owner.

The following situation involving only painting quotations with four alternates is an example.

<u>Painter</u>	<u>Basic</u>	<u>Alt. #1</u> (+)	<u>Alt. #2</u> (+)	<u>Alt. #3</u> (-)	<u>Alt.#4</u> (-)
A	10,000	4,000	2,000	(1,500)	(3,000)
B	13,000	2,000	500	(500)	(2,000)
C	15,000	1,000	2,000	(3,000)	(5,000)
D	11,000	2,000	3,000	(2,000)	(2,000)

The low bidder would be as follows:

Base bid	A
Base + #1	D
Base + #1 and #2	B
Base + #1, #2, and #3	D
Base + #1, #2, #3 and #4	C

Many other combinations are available such as Base + alternates 2 and 4, Base + alternate 3, Base + alternates 1 and 4, etc.

The general contractor does not know which alternates will be accepted. He will probably bid using painter A in the example shown. If the Basic bid plus alternate #1 is accepted, the owner will be paying \$1,000 more than he should, because painter D is low on this particular combination.

With the possibility of this situation occurring for several other subcontractors and material suppliers, the general contractors' dislike for alternate bids is clearly seen.

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INTERPRETATION OF DOCUMENTS

RECOMMENDATION:

The supplementary conditions should state the sequence to be followed in interpreting the contract documents, which are defined in Article 1.1.1 of the 1997 edition of AIA Document A201.

COMMENTS:

This statement is needed in case of conflicts between the contract documents.

Rev. 02/04

End of JCR-CD-6

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GUARANTEES AND WARRANTIES

RECOMMENDATION:

All guarantee and warranty items exceeding one year in duration and/or having special requirements should be specifically itemized in Division #1, General Conditions of the contract documents, as well as in the appropriate sections of specifications.

COMMENTS:

- A. Guarantees and/or warranties should be based on normal practice, and unrealistic or overly inclusive requirements should be avoided.
- B. As a minimum, the Contract Documents should provide the following information:
 1. What is to be guaranteed
 2. The extent of the guarantee
 3. By whom is the guarantee to be made----The prime contractor, others. Guarantee may require a certificate or a principal guarantee from subcontractor, supplier, and/or manufacturer.
 4. How long is the guarantee
 5. One year is stipulated in Article 12.2.2 of the 1997 Edition of AIA Document A201.
 6. Effective date of guarantee.
 - a) Be specific and document.
 - b) Beginning of guarantee is ideally and normally upon acceptance for beneficial occupancy (or substantial completion) whichever is first, or earlier, if Owner agrees, for roofing, air conditioning, etc.
 - c) If portions of the project are occupied prior to completion or acceptance of the entire project, then guarantees should begin on these portions at the time of occupancy.



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GUARANTEES AND WARRANTIES (Continued)

COMMENTS: (Continued)

- C. Article 3.5.1, of the 1997 edition of the AIA Document A-201, qualifies the Contractor's warranty by introducing the concept of "product limitations." By doing so, it is acknowledged that in certain instances, defective workmanship may result directly from the nature of the product or material rather than from the Subcontractor's inability to perform. Because the concept of "product limitations" has the potential to be abused, it should be closely monitored by all parties involved.

Rev. 02/04

End of JCR-CD-7

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OWNER'S FINANCIAL RESPONSIBILITY

RECOMMENDATION:

In addition to the information and services required of the Owner, which are set forth in Article 2.2 of the 1997 edition of the AIA Document A201, the Architect should provide, in the bid documents, the name and address of the owner and/or party responsible for funding the project.

COMMENTS:

Full information, to enable the contractor to determine the owner's financial capability to fund the project, should be made available prior to the contractor incurring the expense of bidding.



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CODE OF COMPLIANCE

RECOMMENDATION:

The respective responsibilities of the architect and contractor, for compliance with all applicable codes and regulations, are delineated in Article 3.7 of the 1997 edition of AIA Document A201. These paragraphs should be used as a guideline in the preparation of bidding documents; however, particular reference is made to the statement that “.....It is not the Contractor’s responsibility to ascertain that the Contract Documents are in accordance with applicable laws, statutes, building codes and regulations.....”

Rev. 02/04
CD-9

End of JCR-

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CONSTRUCTION TIME FOR PROJECTS

RECOMMENDATION:

1. The bidding documents should specify the number of calendar days allowed for construction, particularly on projects utilizing separate contracts.
2. The total number of calendar days stipulated for construction should include, and so designate, the number of working days allowed in the construction time for normal bad weather.
3. Normal bad weather days should be those days on which precipitation is 0.10 of an inch, or greater, or any day the temperature fails to exceed an average of 40 degree F.
4. If the total accumulated number of working days lost due to bad weather, from the start of work until the project is completed, exceeds the total number of days allowed in the construction time for normal bad weather, the time for completion should be extended by the difference.
5. The normal bad weather days and any time extension should be based on the Local Climatological Data Sheets compiled and published by National Climatic Center, Asheville, North Carolina, and on daily weather logs kept on the job by the Contractor reflecting the effect of the weather on progress of the work as initialed by the Architect's representative.



CONSTRUCTION TIME FOR PROJECTS (Continued)

COMMENTS:

- A. Specifying the number of calendar days for construction in the bid documents allows for competitive bidding on an equal basis.
- B. When time is of the essence on any private project, Contractors should be notified that the project will be awarded on a price and/or time basis.
- C. Additional time for each of the above items would be allowed, if the work at the time of the occurrence, is on the critical path. For example, if the roof work was on the critical path and high winds, snow or ice, precluded the roofers from working on the roofs, then additional time (in addition to rain days) would be allowed. Likewise, if the footings have just been dug and a weekend of excessive rain impacted the pouring of the footings for a week so the footing could be dried and recompacted, then additional time should be considered (not just the two rain days).
- D. We believe that time extensions for climatological reasons should be considered on a case-by-case basis, based on the stage of construction at the time of the climatological event, if the work is on the critical path of the schedule, and the "affect" exceeds the normally allowed days in the contract for bad weather. Some contractors negotiate these items on a monthly basis with owners and reach a mutually agreeable time extension above that allowed if the situation warrants.



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TEMPORARY HEAT, LIGHTS AND UTILITIES SERVICES

RECOMMENDATION:

The following should be included in the Supplementary General Conditions:

1. The General Contractor shall provide necessary and adequate facilities and pay all costs for water, electricity, gas, oil, and sewer charges required for completion of the project in accordance with the contract documents. Any permanent meters installed shall be listed in the General Contractor's name until substantial completion occurs, at which time further pro-rating will be determined if necessary.
2. When the project goes on permanent power, charges over and above power actually used during the time of construction, will be the responsibility of the owner.

COMMENTS:

Any special conditions such as: use of the permanent heating or lighting systems during construction, replacement of filters, lamps, etc. may be included at the Architect's discretion.

Rev. 02/04

End of JCR-CD-11

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UTILITY AND GOVERNMENTAL ALLOWANCES AND FEES

RECOMMENDATION:

When practical, and if needed, the specifications should include a bid allowance for water, sewer, electrical taps, water meter, "impact" fees and underground electrical when the project requires fees to be paid.

COMMENTS:

- A. Charges for water and sewer taps are extremely difficult to obtain from the regulatory agencies during the bidding period and the taps are frequently made on a cost-plus basis.
- B. The above cost, where applicable, may be specified to be a direct owner paid cost.
- C. Architect should include above recommendations and comments A and B in supplemental general conditions and in applicable sections of the specifications.

Rev. 02/04

End of JCR-CD-12

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SAMPLE MOCK UP ROOM

RECOMMENDATION:

On projects which have a large number of similar rooms, such as hotels, a “Mock Up” sample room should be provided as guide for acceptable finishes.

COMMENTS:

The purpose of the sample room is to help make clear what the architect considers acceptable quality. If possible, it should be located on the job site and, when practical, be a final room.

Rev. 02/04

End of JCR-CD-13

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Page 1 of 1

CONTRACTOR'S LICENSE

RECOMMENDATION:

Place in the Invitation to Bidders and the Specifications a statement to the effect that: In accordance with Title 40, Chapter 11 of the South Carolina Code, bids will be received or considered only from properly licensed contractors.

COMMENTS:

Appropriate sections from the Code are quoted below:

"40-11-10. Definitions.

For the purpose of this chapter:

A "general contractor" means an entity which performs or supervises or offers to perform or supervise general construction.

A "mechanical contractor" means an entity which performs or supervises, or offers to perform or supervise mechanical construction.

Rev. 02/04

End of JCR-CD-14

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JCR-CD-15
Page 1 of 1

ARBITRATION

RECOMMENDATION:

Place on the cover sheet and front page of the contract typed in underlined capitals or with a rubber stamp: NOTICE: THIS CONTRACT IS SUBJECT TO ARBITRATION PURSUANT TO THE SOUTH CAROLINA UNIFORM ARBITRATION ACT (CHAPTER 15-48, S.C. CODE)

COMMENT:

Paragraph (a) of Sec. 15-48-10, S. C. Code, is quoted below:

“15-48-10. Validity of arbitration agreement; exceptions from operation of chapter.

- (a) A written agreement to submit any existing controversy to arbitration or a provision in a written contract to submit to arbitration any controversy thereafter arising between the parties is valid, enforceable and irrevocable, save upon such grounds as exist at law or in equity for the revocation of any contract. Notice that a contract is subject to arbitration pursuant to this chapter shall be typed in underlined capital letters, or rubber-stamped prominently on the first page of the contract, and unless such notice is displayed thereon, the contract shall not be subject to arbitration.”

Rev. 02/04

End of JCR-CD-15

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JCR-CD-16
Page 1 of 1

MAXIMUM LOAD BEARING CAPABILITIES

RECOMMENDATION:

Maximum load bearing capabilities of structures should be included in Architectural Drawings. The load ratings of floors systems, walls and roofs serve as guides for the contractor and the contractor's subcontractors to observe during the course of construction.

COMMENTS:

The contractor will assume on-site responsibility for complying with the load bearing capabilities included in the Architectural Drawings.

Rev. 02/04

End of JCR-CD-16

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LIQUIDATED DAMAGES CLAUSE

RECOMMENDATION:

1. Liquidated damages should be specified only when time is of the essence. Such a clause should never be used as a penalty to the contractor.

“For each day in excess of the above number of days, the contractor shall pay to the owner the sum of \$_____ as liquidated damages to cover the losses to be incurred by the owner by reason of failure of said contractor to complete the work within the time specified, such time being in the essence of this contract and a material consideration thereof.”

2. Special attention should be given to the liquidated damages clause. A good time to do this would be at a pre-bid conference, at which time prospective bidders could acknowledge or challenge the proposed construction time frame.

“The contractor shall commence work to be performed under this agreement on a date to be specified in a written order from the architect and shall substantially complete all work hereunder in __*__ days.

- A. The Architect should give careful consideration for the date of completion given.
- B. There should be careful consideration and discussion by the owner, architect, and contractor as to the amount of the liquidated damages with thorough study of the project.



ROCK EXCAVATION

RECOMMENDATION:

The specifications should provide the following unit price payment classifications for rock excavation when it is anticipated rock excavation will be encountered.

Rock Excavation in trenches, drilling and blasting
per cubic yard \$ _____.

Rock Excavation in bulk, drilling and blasting
per cubic yard \$ _____.

Rock Excavation in bulk, tractor and ripper
per cubic yard \$ _____.

Rock Excavation for hydraulic elevator shafts
per linear foot \$ _____.

COMMENTS:

- A. Rock excavation consists of removal and disposal of materials that cannot be excavated without continuous and systematic drilling and blasting or continuous use of a ripper or other special equipment.
- B. Typical of materials classified as rock are boulders 1/2 cubic yard or more in volume, solid rock, rock in ledges, and rock-hard cementitious aggregate deposits.
- C. Intermittent drilling performed to increase production, and not necessary to permit excavation of material encountered, should not be considered rock excavation.
- D. The specifications should stipulate the basis for computing the payment quantities.
- E. Rock for payment purposes shall be defined in the specifications.



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Page 2 of 2

NOTE: In order to be equitable to both Owner and Contractor, the specifications written should establish such controls as deemed necessary to insure that unit prices are fair.

Rev. 02/04

End of JCR-CD-18

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UNSUITABLE MATERIAL ALLOWANCES

RECOMMENDATION:

The specifications should provide for the handling of unsuitable soil and unit prices to govern when it is anticipated that unsuitable soil will be encountered.

The following are suggested specification paragraphs and unit price schedules to accomplish the task.

1. QUANTITY OF UNSUITABLE MATERIAL: The following quantity of undercut and removal of unsuitable material shall be included in the Base Bid and considered as part of the Contract as follows:
 - A. _____ cubic yards - general earth excavation, machine.
 - B. _____ cubic yards - trench earth excavation, hand.

The unit prices quoted on the Bid Form shall apply for adding to the above quantity in accordance with the method used. The unit prices quoted on the Bid Form shall also apply for deducting from the above quantity.

- 1) QUANTITY OF BACKFILL: The following quantity of backfill shall be included in the Base Bid and considered a part of the Contract as follows:
 - A. Earth Backfill, machine _____ cubic yards.
 - B. Earth Backfill, hand _____ cubic yards.



UNSUITABLE MATERIAL ALLOWANCES (Continued)

A. UNIT PRICES: Should the undersigned be required to perform work over and above that required by Contract Documents or be ordered to omit work required by Contract Documents. The price adjustments will be based on unit prices quoted herein, (prices quoted being sum total compensation payable or creditable for such items IN PLACE).

<u>Material</u>	<u>Unit</u>	<u>Price - Add</u>	<u>Price Deduct</u>
General Earth Excavation, Machine	Ea. Cu. Yd.	\$_____	\$_____
Trench Excavation, Hand	Ea. Cu. Yd.	\$_____	\$_____
Earth Backfill, Machine	Ea. Cu. Yd.	\$_____	\$_____
Earth Backfill, Hand	Ea. Cu. Yd.	\$_____	\$_____

COMMENTS:

- A. It is strongly recommended that unit prices be included whether we think there is suitable soil or materials or not.
- B. Earth excavation cubic yard quantities, for all categories, shall be based on the volume of the excavated area and not the volume of the earth moved.
- C. Earth backfill cubic yard quantities, for all categories, shall be considered as compacted in place quantities based on the volume of the area to be filled.
- D. State whether or not unsuitable soil, as determined by the independent geotechnical laboratory in the field, shall be disposed of on or off the property. Also, state whether or not suitable fill material is available on-site or off-site. Adjust unit prices to fit the situation.

<p>This recommendation, while not mandatory, is the diligent work of a committee which is drawn from a cross section of the construction industry represented by architects and general contractors. The committee presents this recommendation with the expectation that it will be adhered to voluntarily.</p>
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UNSUITABLE MATERIAL ALLOWANCES (Continued)

- E. It may be necessary to further define unit prices to allow for the work to be done using various types of equipment which would alter production accomplished.

- F. If a large volume of unsuitable soil may be encountered, consider using quantity-defined unit prices (example: "0-100 cy"; "100-500 cy"; and "over 500 cy".) in order that large quantities may be accomplished with small unit prices.

- G. Compaction of backfill should meet standards prescribed in these specifications.

Rev. 02/04

End of JCR-CD-19

This recommendation, while not mandatory, is the diligent work of a committee which is drawn from a cross section of the construction industry represented by architects and general contractors. The committee presents this recommendation with the expectation that it will be adhered to voluntarily.



BASIS OF PAYMENT FOR PILING

RECOMMENDATION:

Division 2 of the specifications should provide the following basis of payment for piling. The following sample format shall be included in the bid form under unit prices.

Base Bid \$_____ Lump Sum
(Base Bid includes mobilization and demobilization of equipment, base bid piling, pile load tests and penetration test piles)

Additional Pile Load Tests \$_____ Each
Additional Penetration Test Piles \$_____ Each

Timber Piles:

Each Additional Pile \$_____ Per Pile
Each Pile Omitted \$_____ Per Pile
Piles Longer than Specified Add \$_____ Per Linear Ft.
Piles Shorter than Specified Deduct \$_____ Per Linear Ft.
Each Driving Boot in Place Add \$_____ Per Boot

Pipe Piles:

Each Additional Pile \$_____ Per Pile
Each Pile Omitted \$_____ Per Pile
Piles Longer than Specified Add \$_____ Per Linear Ft.
Piles Shorter than Specified Deduct \$_____ Per Linear Ft.
Pile Splices In-Place
(Piles longer than bid) \$_____ Each

Cast-in-Place Concrete Piles:

Each Additional Pile \$_____ Per Pile
Each Pile Omitted \$_____ Per Pile
Piles Longer than Specified Add \$_____ Per Linear Ft.
Piles Shorter than Specified Deduct \$_____ Per Linear Ft.

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BASIS OF PAYMENT FOR PILING (Continued)

Precast Concrete Piles:

Each Additional Pile		\$_____	Per Pile
Each Pile Omitted		\$_____	Per Pile
Piles Longer than Specified	Add	\$_____	Per Linear Ft.
Piles Shorter than Specified	Deduct	\$_____	Per Linear Ft.

Structural Steel Piles:

Each Additional Pile		\$_____	Per Pile
Each Pile Omitted		\$_____	Per Pile
Each Pile Point in Place	Add	\$_____	Per Point
Piles Longer than Specified	Add	\$_____	Per Linear Ft.
Piles Shorter than Specified	Deduct	\$_____	Per Linear Ft.
Pile Splices In-Place (Piles longer than bid)		\$_____	Each

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BASIS OF PAYMENT FOR CAISSONS

RECOMMENDATION:

Division 2 of the specifications should provide the following basis of payment for caissons. The following sample format shall be included in the bid form under unit prices.

Base Bid \$_____ Lump Sum
(Base Bid includes _____)

<u>CAISSON UNIT PRICES</u>	<u>ADD</u>	<u>DEDUCT</u>
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SHAFTS:

GREATER DEPTHS (not exceeding 10' below bottom design elev.)	per cu. yd.	\$_____
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LESSER DEPTHS	per cu. yd.	\$_____
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ADDITIONAL YARDAGE (for shafts exceeding design depth by 10' or more)	per cu. yd.	\$_____
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CAISSONS ADDED	per cu. yd.	\$_____
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INCREASE SHAFT DIAMETER (before caisson is excavated)	per cu. yd.	\$_____
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BELLS:

(Quote following units, only if bells are shown)

GREATER BELL VOLUME	per cu. yd.	\$_____
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LESSER BELL VOLUME	per cu. yd.	\$_____
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(Quote following units, only if no bells are shown)

BELLS ADDED	per cu. yd.	\$_____
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This recommendation, while not mandatory, is the diligent work of a committee which is drawn from a cross section of the construction industry represented by architects and general contractors. The committee presents this recommendation with the expectation that it will be adhered to voluntarily.



BASIS OF PAYMENT FOR CAISSONS (Continued)

ADD

DEDUCT

2" TEST HOLES:

(Quote following units, only if test holes are called for)

TEST HOLES IN EXCESS OF THAT CALLED FOR per L.F. \$_____

TEST HOLES LESS THAN THAT CALLED FOR per L.F. \$_____

(Quote following units, only if no holes are called for_

TEST HOLES ADDED per L.F. \$_____

ROCK EXCAVATION:

(Quote following units, only if rock excavation is included in the Base Bid)

GREATER OR LESSER ROCK EXCAVATION, Drilling with rock augers.
Add or Deduct per cu. yd. \$_____

GREATER OR LESSER ROCK EXCAVATION, Other, Add or Deduct per cu. yd. \$_____

(Quote following units, only if no rock excavation is included in the Base Bid.)

ROCK EXCAVATION, Drilling with rock augers. per cu. yd. \$_____

ROCK EXCAVATION, Other per cu. yd. \$_____

This recommendation, while not mandatory, is the diligent work of a committee which is drawn from a cross section of the construction industry represented by architects and general contractors. The committee presents this recommendation with the expectation that it will be adhered to voluntarily.



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BASIS OF PAYMENT FOR CAISSONS (Continued)

COMMENTS:

- A. The specifications should state the minimum weight requirements for the drilling machine, kelly bar and hydraulic crowd system that will be accepted on the project and extra compensation for rock excavation should not be approved, or paid, unless the work is performed with drilling equipment equal to or greater than specified.
- B. Rock should be defined as any material or obstruction that can't be drilled with the drilling equipment specified when equipped with a normal earth auger.
- C. Rock excavation volume should be paid for, at the unit prices quoted, as an extra cost over the Base Bid and other unit prices.
- D. The payment volume should be based on the design caisson shaft volume from the point of earth auger refusal, including any voids and softer materials that may be intermixed with obstruction to the depth that satisfactory bearing is reached or until the obstruction is cleared.

Rev. 02/04

End of JCR-CD-21

This recommendation, while not mandatory, is the diligent work of a committee which is drawn from a cross section of the construction industry represented by architects and general contractors. The committee presents this recommendation with the expectation that it will be adhered to voluntarily.



BASIS OF PAYMENT FOR CAISSONS

RECOMMENDATION:

Division 2 of the specifications should provide the following basis of payment for caissons. The following sample format shall be included in the bid form under unit prices.

Base Bid \$_____ Lump Sum
(Base Bid includes _____)

CAISSON UNIT PRICES **ADD** **DEDUCT**

SHAFTS:

GREATER DEPTHS (not exceeding per cu. yd. \$_____
10' below bottom design elev.)

LESSER DEPTHS per cu. yd. \$_____

ADDITIONAL YARDAGE (for shafts per cu. yd. \$_____
exceeding design depth by 10' or more)

CAISSONS ADDED per cu. yd. \$_____

INCREASE SHAFT DIAMETER per cu. yd. \$_____
(before caisson is excavated)

BELLS:

(Quote following units, only if bells are shown)

GREATER BELL VOLUME per cu. yd. \$_____

LESSER BELL VOLUME per cu. yd. \$_____

(Quote following units, only if no bells are shown)

BELLS ADDED per cu. yd. \$_____

<p>This recommendation, while not mandatory, is the diligent work of a committee which is drawn from a cross section of the construction industry represented by architects and general contractors. The committee presents this recommendation with the expectation that it will be adhered to voluntarily.</p>
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BASIS OF PAYMENT FOR CAISSONS (Continued)

ADD

DEDUCT

2" TEST HOLES:

(Quote following units, only if test holes are called for)

TEST HOLES IN EXCESS OF THAT CALLED FOR per L.F. \$_____

TEST HOLES LESS THAN THAT CALLED FOR per L.F. \$_____

(Quote following units, only if no holes are called for_

TEST HOLES ADDED per L.F. \$_____

ROCK EXCAVATION:

(Quote following units, only if rock excavation is included in the Base Bid)

GREATER OR LESSER ROCK EXCAVATION, Drilling with rock augers. Add or Deduct per cu. yd. \$_____

GREATER OR LESSER ROCK EXCAVATION, Other, Add or Deduct per cu. yd. \$_____

(Quote following units, only if no rock excavation is included in the Base Bid.)

ROCK EXCAVATION, Drilling with rock augers. per cu. yd. \$_____

ROCK EXCAVATION, Other per cu. yd. \$_____

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BASIS OF PAYMENT FOR CAISSONS (Continued)

COMMENTS:

- A. The specifications should state the minimum weight requirements for the drilling machine, kelly bar and hydraulic crowd system that will be accepted on the project and extra compensation for rock excavation should not be approved, or paid, unless the work is performed with drilling equipment equal to or greater than specified.
- B. Rock should be defined as any material or obstruction that can't be drilled with the drilling equipment specified when equipped with a normal earth auger.
- C. Rock excavation volume should be paid for, at the unit prices quoted, as an extra cost over the Base Bid and other unit prices.
- D. The payment volume should be based on the design caisson shaft volume from the point of earth auger refusal, including any voids and softer materials that may be intermixed with obstruction to the depth that satisfactory bearing is reached or until the obstruction is cleared.

Rev. 02/04

End of JCR-CD-21

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Page 1 of 1

VALUE ENGINEERING

RECOMMENDATION:

The industry recognizes that the process of “Value Engineering” is a common and extremely important service being provided to Owners. Often the design team and the contractor are asked to find ways to reduce costs without sacrificing integrity and functionality of the building systems. The Value Engineering process needs to be handled properly in order to minimize any potential problems.

Should the Owner elect to pursue Value Engineering items that modify design, it is recommended that all Owner approved value engineering items be incorporated into the plans and specifications, coordinated with all design disciplines and reissued as modified design documents.

COMMENTS:

- A. The Value Engineering items need to be approved by the owner, architect and the design team. All parties need to be in agreement with the changes.
- B. The architect and design team should be compensated for these changes. The contractor is to qualify the value engineering proposal in a manner that would require that the changes be incorporated into all contract documents. (The cost of the redraw may be clarified at the time of value engineering.)
- C. Revised plans, incorporating the value engineering items, are to be reissued in a manner that supports the Project Schedule.
- D. Design Liability for the value engineering should not be placed on the contractor.

Rev. 02/04

End of JCR CD-22

This recommendation, while not mandatory, is the diligent work of a committee which is drawn from a cross section of the construction industry represented by architects and general contractors. The committee presents this recommendation with the expectation that it will be adhered to voluntarily.



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ORDERING OF OWNER FURNISHED EQUIPMENT

RECOMMENDATION:

1. When owner furnished equipment is to be incorporated in the construction, the basis of design and connection requirements should be noted in the Contract Documents.
2. The Contractor should advise the Owner of the scheduled date by which the equipment should be on site.
3. The equipment vendor, through the Owner, should submit shop drawings and cut sheets to the Contractor and Architect for review of rough-in, size and other construction related requirements.
4. The Contractor and Architect should be compensated by the Owner for their review and coordination as a part of their Contracts.

DISCUSSION:

1. It is recommended that direct purchase of equipment by the Owner be limited to rare, unique fast track projects or projects of a highly technical nature, such as those involving medical equipment, where the Owner is clearly the most qualified to place the order.
2. The Contractor and Design Team members are generally the most qualified parties to coordinate scheduling, interface with the surrounding building construction, and conformance with rough-in requirements. Failure to properly coordinate these requirements often results in delays and additional cost to the Project.
3. Owners often assume that they are saving on fees and mark-up costs by direct purchase of equipment. However, fees are generally determined by the Contractor's anticipated exposure and their return on personnel costs.

Rev. 02/04

End of JCR-CD-23

This recommendation, while not mandatory, is the diligent work of a committee which is drawn from a cross section of the construction industry represented by architects and general contractors. The committee presents this recommendation with the expectation that it will be adhered to voluntarily.



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Page 1 of 1

DESIGN OF STEEL STUD SUPPORT FOR EXTERIOR CLADDING

RECOMMENDATION:

In order to provide the benefits of competitive bidding to the Owner while maintaining fairness to the subcontractor community, streamlining governmental approval processes, minimizing confusion on bid day, expediting shop drawing review, and minimizing the potential for Change Orders, it is recommended that steel stud depth, gauge, and bracing (Stud Design) be clearly shown in the Bid Documents.

DISCUSSION:

1. While it is common for Bid Documents to place the responsibility of determining Stud Design on the subcontractor (known as “delegated design”), this approach routinely causes problems for Owner, AE and Constructor, especially in coastal and seismic zones.
2. The additional effort required by the AE to clarify Stud Design in the Bid Documents provides benefit to the Owner by reducing risk.
3. AE and Constructors should cooperate in educating the Owner that:
 - a. Stud Design is not a “Basic Service”
 - b. The benefit received by the Owner of including Stud Design in the Bid Documents is typically greater than the cost of the “Additional Service” paid to the AE.
4. Since every project is unique the scope of AE Stud Design should be clarified in the Owner/Architect agreement, especially regarding connection and door/window opening details.

Added 10/07

End of JCR-CD-24

This recommendation, while not mandatory, is the diligent work of a committee which is drawn from a cross section of the construction industry represented by architects and general contractors. The committee presents this recommendation with the expectation that it will be adhered to voluntarily.



ESTIMATING TIME

RECOMMENDATION:

The period of time, in calendar days, that should be allowed between the date the construction documents are made available to the bidders and the date bids are due should be:

- Up to \$500,000 21 days minimum
- and over 30 days minimum

COMMENTS:

- A. On public work, check with appropriate agencies on policies regarding estimating time.
- B. Prior notices of projects furnished to AGC should be published in the AGC Weekly Bulletin three (3) months prior to bid call. Similar information should be provided in the same time frame to others providing such services.
- C. Before setting a date and time for bid opening, architect may want to check with local AGC Plan Room to avoid conflict with other bid openings.



This recommendation, while not mandatory, is the diligent work of a committee which is drawn from a cross section of the construction industry represented by architects and general contractors. The committee presents this recommendation with the expectation that it will be adhered to voluntarily.



BID OPENING TIME

RECOMMENDATION:

1. Bid openings should be held:
 - A. On Tuesday through Thursday excluding legal holidays and the day following legal holidays.
 - B. From 3:00 P.M. to 4:00 P.M.

2. That only one copy of a bid proposal be required.

COMMENTS:

- A. Monday bids create a rush of mail and telephone sub-bids without adequate time for evaluation.
- B. Late afternoon bids allow more time and a better evaluation of sub-bids.
- C. Before setting a date and time for bid opening, architect may want to check with local AGC Plan Room to avoid conflict with other bid openings.
- D. Contractors, subcontractors and suppliers should follow bidding procedures which establish and encourage ethical standards and minimize errors. These bidding procedures are commonly known as the Four-Hour Bid Plan.
- E. In order to avoid bid preparation error, multiple copies should be made after the time of the bid.



PLAN DEPOSIT GUARANTEE

RECOMMENDATION:

Plan deposit should approximate cost of reproducing plans and specifications. The minimum plan deposit should be \$50.00.

COMMENTS:

- A. Plan deposit should be totally refunded to the bidders who submit a bona fide bid and return the documents in good condition within ten (10) days after notification of award or request to return plans. Deposits will also be returned to contractors not submitting bids provided they notify the architect of their intention to bid and return plans at least five (5) days prior to bid date.
- B. Owner distribution by standard mail, etc. Overnight costs to be borne by the requestor.
- C. Reference in: Advertisement for Bidders, Supplementary to Bidders, Supplementary Instructions to Bidders, Invitation to Bid.



NUMBER OF SETS OF BIDDING PLANS AND SPECIFICATIONS

RECOMMENDATION:

1. The architect should judge from the complexity, size, and scope of building project the number of bidding documents to prepare in advance to obtain maximum response to bid call.
2. On all construction projects the architect should issue, on deposit, a minimum of two sets of complete Bid Documents to each general contractor request.
3. In the advertisement for bid/invitation to bid, the architect should provide the name of the place where bid documents are available.

COMMENTS:

- A. Architect should advise owners of the advantages gained by giving contractors sufficient bidding documents to get the maximum number of subbids and material quotations to insure cost savings. (Full size bidding documents)
- B. Architect should make available at cost, extra copies of Bid Documents for general contractors, subcontractors, or material suppliers who may request them. No partial sets will be issued as Bid Documents, but individual sheets may be purchased from the architect at cost with the requirement that the bid will be prepared using a complete set of Bid Documents.
- C. AGC Plan Rooms and other plan rooms should receive, free of charge, bidding documents at the time of initial issue. Additional sets should be furnished the plan rooms for projects which are large and/or complex.



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Page 2 of 2

- D. An accurate record of all contractors, subcontractors, material suppliers and plan agencies who have received a complete set of Bid Documents should be kept by the architect in order for him to issue addenda during the bidding period. Issuance of Addenda will not be required to parties receiving partial sets.

- E. Contractors should not deface or mutilate the bid documents. If extra work sheets are needed, they should secure them from the architect.



Rev. 02/04

End of JCR-BP-4

This recommendation, while not mandatory, is the diligent work of a committee which is drawn from a cross section of the construction industry represented by architects and general contractors. The committee presents this recommendation with the expectation that it will be adhered to voluntarily.



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ISSUANCE OF ADDENDA

RECOMMENDATION:

If addenda are necessary, they should be received as soon as possible, but in any event, not later than four (4) working days before receipt of bids. Usually this will provide time enough for the contractors and material men to change their estimates. However, if an addendum requires major or extensive changes, and appropriate extension of the bidding period should be granted.

COMMENTS:

- A. Contractors are urged to make requests for plan and specification clarifications in sufficient time to permit issuance of addenda four (4) days prior to bid date.
- B. Minor clarifications are defined as interpretations or a correction of an obvious error.
- C. Bid forms should include space for listing addenda received. Before bids are opened, architect should ask if contractors have received all addenda issued.

Rev. 02/04

End of JCR-BP-5

This recommendation, while not mandatory, is the diligent work of a committee which is drawn from a cross section of the construction industry represented by architects and general contractors. The committee presents this recommendation with the expectation that it will be adhered to voluntarily.



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Page 1 of 1

ERROR IN BID

RECOMMENDATION:

1. If, after bids are opened, the low bidder claims he has made an appreciable error in the preparation of his bid and can support such claim with evidence, he should be permitted to withdraw his bid upon recommendation of the architect.
2. His bid guarantee should be returned and he should be disqualified from again bidding on the project in the event additional bids are requested.
3. In such event, action on the remaining bids should be considered as though the withdrawn bid had not been received.
4. Under no circumstances should a bidder claiming an error be permitted to alter his bid after the bids have been opened.

Rev. 02/04

End of JCR-BP-6

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LISTING OF SUBCONTRACTORS

RECOMMENDATION:

Mechanical, electrical, and plumbing subcontractors should be listed on the bid form with their names and license numbers given.

COMMENTS:

- A. Subcontractors of special interest to the project may be included at the discretion of the architect.
- B. Listing of multiple subcontractors is time consuming for the general contractor when he is preparing his final bid and should be avoided.
- C. Some Federal regulations prohibit the naming of subcontractors on the bid proposal. It is the intent of this recommendation that subcontractors should be listed where it is not prohibited by law.
- D. The architect is encouraged to recommend to the owner that the contractor's bid be rejected when subcontractors' names and license numbers are not listed where required, providing a possible unfair advantage to the violating contractor.

Rev. 02/04

End of JCR-BP-7

This recommendation, while not mandatory, is the diligent work of a committee which is drawn from a cross section of the construction industry represented by architects and general contractors. The committee presents this recommendation with the expectation that it will be adhered to voluntarily.



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Page 1 of 1

UNIT PRICES

RECOMMENDATIONS:

All unit prices, except for piling, caissons, rock, and unsuitable materials (See JCR-CD-19) should be eliminated from the contract documents. If unit prices are required, they should be received within 24 hours after the bid opening.

COMMENTS:

- A. Cost of extra work, if it is to be covered by unit price, should be negotiated after the type, quantity and character of the work is determined, since all these factors have a bearing on the unit cost.
- B. Article 4.3.9 of the 1997 Edition of AIA Document A-201 provides for change in unit prices should they create a hardship on either the Owner or the Contractor.
- C. Unit prices for piling and caissons is still the best system and we recommend that a qualified consultant be retained to specify these requirements.
- D. Unit prices for rock excavation should be listed on the bid proposal for each classification of rock, distinguishing between rock in trenches, footing, mass and all other conditions of removal.
- E. Recommend the Architect encourage Owners to obtain adequate sub-surface data (test boring, soil analysis, etc.) as required to pre-design the foundation systems and eliminate the need for Unit Prices other than piling, caissons and rock.
- F. Unit prices may be requested if absolutely necessary and only for those items that can be clearly and specifically defined.

Rev. 02/04

End of JCR-BP-8

This recommendation, while not mandatory, is the diligent work of a committee which is drawn from a cross section of the construction industry represented by architects and general contractors. The committee presents this recommendation with the expectation that it will be adhered to voluntarily.



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Page 1 of 1

PRIOR APPROVAL OF PLANS FOR BUILDING PERMIT

RECOMMENDATION:

Approval of plans and specifications for a building permit should be obtained from all the agencies identified, prior to the bid call.

COMMENTS:

Contractors often encounter problems in obtaining building permits because the building code agency will not approve the plans and specifications. This results in delaying the start of construction until the permit is cleared, and often results in unnecessary change orders. By obtaining prior approval of the plans and specifications, these delays would be avoided.

Rev. 02/04

End of JCR-BP-9

This recommendation, while not mandatory, is the diligent work of a committee which is drawn from a cross section of the construction industry represented by architects and general contractors. The committee presents this recommendation with the expectation that it will be adhered to voluntarily.



JCR-BP-10
Page 1 of 1

SUBSTITUTION OF MATERIALS DURING BIDDING PERIOD

RECOMMENDATION:

Approval of substitutions of materials, processes or equipment is the responsibility of the Architect/Engineer.

COMMENTS:

- A. Suppliers and/or Subcontractors are responsible for making every effort to accomplish approval, preferably prior to bid call.
- B. At the discretion of the A/E, approval, in some instances, may be given during the bidding period.
- C. If approval of a substitution or alternate is given by the A/E, an addendum will immediately be mailed to all plan holders.
- D. Unapproved substitutions submitted with a contractor's bid, if considered, may cause misunderstanding between the Owner, Architect/Engineer and bidding contractors. Contractors should very carefully review the specifications for procedures governing approval of substitutions during the bidding period.
- E. Three (3) or more acceptable materials or products should, where possible, be listed by the Architect/Engineer.
- F. If there is a prior approval time limit for substitution of materials, the bidders should be advised.

Rev. 02/04

End of JCR-BP-10

This recommendation, while not mandatory, is the diligent work of a committee which is drawn from a cross section of the construction industry represented by architects and general contractors. The committee presents this recommendation with the expectation that it will be adhered to voluntarily.



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Page 1 of 1

AWARD OF CONTRACT

RECOMMENDATION:

Architects should encourage earliest possible award of contract after receipt of bids. Maximum delay should be clearly noted in "Instructions to Bidders" and should be held to thirty (30) days or less.

COMMENTS:

- A. Contractors should take special care to insure that sub-bidders' quotations will be effective for the specified delay.
- B. "Time for Completion" should be computed from the date of signing the contract, ten days after receipt of "Notice to Proceed" or issuance of the building permit, whichever is later.
- C. Extended delay in award of contract ties up bidder's staff, bonding, etc., which adversely affects construction costs (and bids).
- D. Architects should UNOFFICIALLY keep bidders posted as to progress of Owners toward award of contract. (Architect should not place himself in the position of being responsible for the premature ordering of materials, etc. by the Contractor.)



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Page 1 of 1

RE-BID

RECOMMENDATION:

If at all possible, re-bid should be avoided.

COMMENTS:

If re-bids are necessary, new bids should not be solicited until (1) sufficient time has elapsed to induce different cost factors in labor or material components, or (2) design changes will bring the project cost within the funds available. As a general rule, three months should be the minimum time between the initial and subsequent bidding unless the project is redesigned. Where redesigning takes place, the changes in project requirement should be such as to affect a change of at least 15 percent (15%) in the bidding.

Rev. 02/04

End of JCR-BP-12

This recommendation, while not mandatory, is the diligent work of a committee which is drawn from a cross section of the construction industry represented by architects and general contractors. The committee presents this recommendation with the expectation that it will be adhered to voluntarily.



INVITED BID LIST

RECOMMENDATION:

If a private owner elects to restrict bidding to an invited list of bidders, the following procedures are recommended.

1. No more than five (5) bidders, where possible, should be invited to bid on the project.
2. The list of General Contractors should be prequalified and approved by the Owner prior to issuing bidding documents.
3. The contractors should be advised of the names of the prequalified firms being invited to bid on the project.
4. The contract should be awarded to the lowest responsive bidder.
5. An industry-recognized form such as AIA Document A305 "Contractor's Qualification Statement" should be used by the architect and owner as a guideline in pre-selecting General Contractors to submit bids.

COMMENTS:

- A. On a project with an invited bid list, architects should differentiate between soliciting bidders in order to have a certain number of bids and inviting qualified bidders in order to obtain the most qualified contractor with the best price.



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- B. It is unfair to both the bidder and owner to wait until after the bids have been received before determining whether or not the low bidder should be awarded the contract.
- C. Contractors who have limited financial resources, inadequate or inexperienced organizations, or commitments that already involve them to the limit of their capacity, should be deleted from consideration.
- D. No contractor should be invited to bid if the contract will not be awarded to him in the event he is the low bidder.
- E. Public opening of bids will encourage award of the work to the lowest qualified bidder.

Rev. 02/04

End of JCR-BP-13

This recommendation, while not mandatory, is the diligent work of a committee which is drawn from a cross section of the construction industry represented by architects and general contractors. The committee presents this recommendation with the expectation that it will be adhered to voluntarily.



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BID BOND FORMS

RECOMMENDATION:

The type of bid bond form required should be designated in the bidding documents for all projects.

COMMENTS:

- A. Federally funded project may require the use of the Federal Agency's form.
- B. The use of improper bid bond forms on public work can result in bids being rejected.
- C. Contractors should require their bonding agents to furnish the bond on the form provided in the bidding documents.

Rev. 02/04

End of JCR-BP-14

This recommendation, while not mandatory, is the diligent work of a committee which is drawn from a cross section of the construction industry represented by architects and general contractors. The committee presents this recommendation with the expectation that it will be adhered to voluntarily.



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PRE - BID CONFERENCE

RECOMMENDATION:

On large or complex projects, a Pre-Bid Conference should be held in order for prospective bidders to receive information or to ask questions concerning the project. The Conference should be held after prospective bidders have had time to review the plans and specifications, 10 to 14 days prior to bid and within reasonable time to permit the issuance of appropriate addenda 7 days prior to bid.

COMMENTS:

The following Agenda outline should be the minimum covered for the meeting:

- (1) Open meeting.
- (2) Review of project.
- (3) Required plan for scheduling, coordinating and monitoring work under the project contract.
- (4) General requirements, bid package and bid opening procedures.
- (5) Questions and answers.
- (6) Close meeting.

Rev. 02/04

End of JCR-BP-15

This recommendation, while not mandatory, is the diligent work of a committee which is drawn from a cross section of the construction industry represented by architects and general contractors. The committee presents this recommendation with the expectation that it will be adhered to voluntarily.



RETAINAGE

RECOMMENDATION:

1. Retained percentage should be at the rate of 10% until 50% of the project is completed, after which there would be no additional retainage, provided the work has proceeded to the satisfaction of the architect and/or owner, provided the contractor's surety agrees in writing to this procedure.
2. When the project is substantially completed, all retainage should be released except for amounts negotiated for incomplete work.

COMMENTS:

- A. The above recommendations generally result in reducing the cost of the project.
- B. AIA Document A201 General Conditions of the Contract for Construction does not stipulate the amount or method of retainage. Therefore, Architects should incorporate the above retainage recommendation into all supplementary conditions and Owner /Contractor agreements.



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**NUMBER OF SETS OF PLANS AND
SPECIFICATIONS FOR CONSTRUCTION**

RECOMMENDATION:

The architect or engineer furnishes free of charge to the contractor fifteen (15) complete copies of plans and specifications. On large and/or complex projects up to twenty-five (25) sets should be provided.

COMMENTS:

- A. The specifications should state that a stipulated number of sets of plans and specifications will be furnished to the contractor for the purpose of construction of the work, and the contractor will be required to pay for the sets over and above the stipulated number to be furnished.
- B. On large and/or complex projects, the specifications should state the approximate cost per set so that the contractor may estimate the cost of the sets he will be required to purchase.

Rev. 02/04

End of JCR-CP-2

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**SCOPE AND RESPONSIBILITY FOR PUNCH LIST ITEMS
TO DETERMINE SUBSTANTIAL COMPLETION**

RECOMMENDATION:

Punch list should be issued immediately after contractor gives assurance work is complete.

1. Punch list items should be numbered.
2. If more than one punch list is necessary, items repeated should carry same number as original.
3. First punch list issued should be complete so it is not necessary to add new items on a subsequent list.

COMMENTS:

- A. Contractor should not request a punch list until he is reasonably sure the work is satisfactorily completed.
- B. Prompt decision by the architect is desirable in distinguishing between those items properly classified as punch list items and items more practicably coming under conditions of the guarantee period.
- C. Contractor should endeavor to complete all punch list items within fifteen (15) days and prior to occupancy by the owner.

Rev. 02/04

End of JCR-CP-3

This recommendation, while not mandatory, is the diligent work of a committee which is drawn from a cross section of the construction industry represented by architects and general contractors. The committee presents this recommendation with the expectation that it will be adhered to voluntarily.



PRE-CONSTRUCTION CONFERENCE

RECOMMENDATION:

After award, a letter of notification of pre-construction conference should be written to the contractor by the architect in charge of the project. Copies of the letter should be sent to the appropriate agencies, firms, and personnel involved. The letter should include a discussion check list. The contractor and others involved in the project should, prior to the conference, add any additional items which they wish discussed. Appropriate major subcontractors should be in attendance, and the General Contractor should be responsible for having them present.

COMMENTS:

- The following information should be furnished by the architect.
- Names of architect representatives and specific assignments.
- Reports and completed forms required from the contractor.
- Information to be furnished by contractors:
- Project Manager Name Address Phone No.
- Superintendent Name Address Phone No.



PRECONSTRUCTION CONFERENCE (Continued)

COMMENTS: (Continued)

C. Discussion Checklist: (Suggested Guide)

1. Contractor's plan of operation.
2. Approval of qualified subcontractors.
3. Names of principal suppliers.
4. Provision for inspection of materials.
5. Responsibility for damage to utilities.
6. Responsibility for locating existing utilities.
7. Time schedule for relocation of utilities.
8. Compliance with code requirements, inspections and all necessary permits.
9. Acceptance and approval of work procedures.
10. Labor compliance, payrolls, certifications.
11. Safety regulations for contractor's and owner's employees.
12. Proof of adequate property damage and liability insurance.
13. Suspension of work and time extensions.
14. Change orders.
15. Progress estimates.
16. Any interpretation of plans and specifications requested by contractor.
17. Any conflicts or omissions in plans and specifications.
18. Traffic control.
19. Processing and administration of third party complaints.
20. Substitutions of materials or methods.

D. Representatives of all involved utilities at this meeting should have the authority and knowledge to discuss location of utility, time schedule for relocation, emergency action in event of damage to utility, etc..



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CERTIFICATE OF SUBSTANTIAL COMPLETION

RECOMMENDATION:

AIA Form No. G – 704 should be used by all architects and for all contracts as noted in Article 9.8 of the 1997 AIA Document A201.

COMMENTS:

- A. The nationally approved AIA Form provides complete coverage of the substantial completion and owner's occupancy problems.
- B. Execution of this form starts:
 - 1. The 30-day period prior to final payment of retainage.
 - 2. The beginning of warranty period.
- C. Retainage should be released except for an amount to cover incomplete work. A cost estimated to cover the unfinished work should be established and an amount three (3) times the estimate should be withheld until satisfactory completion.

Rev. 02/04

End of JCR-CP-5

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CONSTRUCTION PROGRESS INSPECTION

RECOMMENDATION:

Scheduled meetings of Architect, Contractor and Sub-Contractors should be held during the progress of the work to eliminate any delay in notification of deficiencies in the work. Items needing correction or other attention should be noted and listed in the Architect's field reports; and the Contractor should endeavor to correct these items in a timely manner, not leaving them to be attended to at Substantial Completion time. Notification of rejection of any phase of the work should be made in a timely manner by letter from the Architect to the Contractor.

COMMENTS:

- A. Implied acceptance of work by failure to give prompt notification of rejection is to be avoided by the Architect.
- B. Contractor should maintain a standard of construction quality well within specification requirements.
- C. Good communication between Architect and Contractor will eliminate many misunderstandings.
- D. Architect and Contractor should review the record drawings during their periodical job site meetings to assure that any changes are being recorded and the contractor should be furnished a set of prints for this purpose.

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- E. Before any subcontractor begins his phase of any project with the general contractor's superintendent, a responsible party of the subcontractor's firm and the foreman will be in charge of the work for the project. During this meeting, the contract document and approved shop drawings are reviewed and questions answered. The architect should be advised of the time and place of such meetings in the event that he may wish to attend.

- F. Subcontractors should be encouraged to have the same foreman during an entire project.

Rev. 02/04

End of JCR-CP-6

This recommendation, while not mandatory, is the diligent work of a committee which is drawn from a cross section of the construction industry represented by architects and general contractors. The committee presents this recommendation with the expectation that it will be adhered to voluntarily.



PROGRESS SCHEDULES

RECOMMENDATION:

The requirement for Contractor Construction Schedules should be kept to a monthly basis as a maximum.

COMMENTS:

- A. If a progress schedule is not required, a modification of 3.10 of the 1997 Edition of the AIA-A201 Document should be made.
- B. In the event complex and more sophisticated schedules are required, the special conditions of the specifications should so state.
- C. Coordination conferences of Architect/Engineer, contractor, and sub-contractors, especially during the time of approaching completion, are of more value than progress schedules.
- D. The Contractor should submit the construction schedule to the Architect within twenty (20) calendar days after receiving notice to proceed with the work.



SUBSTITUTION OF MATERIALS DURING CONSTRUCTION PERIOD

RECOMMENDATION:

Unless unforeseen circumstances so dictate, the Architect/Engineer will not consider substitutions in materials, processes, or equipment during the construction period.

COMMENTS:

- A. The Architect is reluctant to consider substitutions of materials, processes, or equipment during the construction period.
- B. Substitutions will be considered only if extended delivery time might seriously delay the project.

Or

- C. If a specified item were unavailable.

Or

- D. For other unforeseen reasons.
- E. The necessity of substitutions would be minimized if the contractor places orders for materials early.
- F. Architects should make color selections early so that delivery dates will not be delayed.



INSPECTION AND LAB TESTS

RECOMMENDATIONS:

The exact number of inspection and lab tests of all kinds should be specified. This is to include all tests by number and description that are to be paid for by the owner and all re-testing which is to be paid for by the contractor and or subcontractor.

COMMENTS:

- A. The architects should set forth in one place in the specifications complete information regarding inspection and tests and should provide adequate cross referencing.
- B. Most times the number of tests required is not spelled out. This leaves the contractor guessing.
- C. Tests from previous projects, for the materials being used on the job being constructed, are acceptable if they meet the design requirements. For example, mortar tests from previous projects will be acceptable if they are for the same mix and design now being specified on a present project. Past test reports should not be more than two years old.
- D. All tests must be made by a laboratory acceptable to the architect.
- E. If it is impractical to specify type and number of tests, an allowance to cover testing should be specified.
- F. Refer to testing provision of Article 13.5 of the 1997 edition of the AIA-A201 Document.



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CHANGES IN THE WORK

RECOMMENDATION:

1. The request for changes in the work, as set forth in Article 7.1 of the 1997 edition of the AIA-A201 Document, should be specific and properly documented.
2. The following components should be used in calculating Change Order or Construction Change Directive costs:

A. Additive Change

- (1) Direct labor costs including foremen.
- (2) Direct cost of materials to be entered into the work.
- (3) The ownership or rental cost of construction plant and equipment during the time of use on the extra work.
- (4) Insurance and Bonds.
- (5) Social Security, Old Age and Unemployment Contributions, Industrial Insurance and other direct contributions to labor as fringe benefits.
- (6) Subcontractors' proposals, including profit and overhead.
- (7) Change in time.
- (8) Plus overhead and profit of the total of items (1) through (6).

B. Deductive Change

Items (1) through (6) above.

- C. Where a Change Order or Construction Change Directive involves changes in scope, and both additions and deductions are involved, each should be calculated separately in accordance with "A" and "B" above.



CHANGES IN THE WORK (Continued)

COMMENTS:

- C. The request for the proposal should include all information needed by the contractor to make a fair, reasonable and realistic estimate of the work.
- D. Supplementary or revised drawings in sufficient copies to permit the contractor to solicit proposals from obviously involved contractors (minimum 6).
- E. A statement of a reasonable expectation of when the change quotation is to be made and, where possible, indicate a reasonable time for consideration of the change by architect and owner and written approval or disapproval to the contract.
- F. This recommendation is not included to limit the parties to lump sum change order or Construction Change Directive proposals only, but is intended to provide a frame work when such procedure is that which the architect desires.



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FIELD RECORD DRAWINGS

RECOMMENDATION:

Article 3.11.1 of the 1997 edition of the AIA Document A201 adequately provides for field record drawings and should not be modified.

COMMENTS

- A. The contractor's responsibility for field record drawings should not extend beyond furnishing the architect a set of record prints marked to indicate changes made during construction.
- B. If the owner desires a permanent set of field record drawings, he should engage the services of the architect to furnish and revise the drawings accordingly.
- C. The contractor should not be required to mark "record drawings" to reflect addenda, alternates, or changes. It is recommended that the contractor be issued an updated set of drawings to mark up field use record comments for the owner's use.

Rev. 02/04

End of JCR-CP-11

This recommendation, while not mandatory, is the diligent work of a committee which is drawn from a cross section of the construction industry represented by architects and general contractors. The committee presents this recommendation with the expectation that it will be adhered to voluntarily.



CONSTRUCTION CHANGE DIRECTIVE

RECOMMENDATION:

The 1997 Edition of A-201 authorizes changes to the work to be accomplished by one of three methods: Change order, Construction Change Directive, Minor Changes in the Work. (No cost involved.)

A change order should be used only where the owner, contractor and architect all agree upon: the change in the work; the amount of the contract price adjustment; and, the extent of contract time adjustment.

A construction change directive, on the other hand, should be used only in the absence of total agreement on terms of a change order.

The recommended methods for determining adjustments to the contract sum are set forth in JCR-CP-10.

COMMENTS:

1. Architects should avoid using Construction Change Directives interchangeably with change orders or prepare a change order on a construction change directive form.
2. Amounts not in dispute under a construction change directive may be included by the contractor in the application for payment.
3. Contractors should avoid performing work not specified in the contract without a signed construction change directive or change order.



SHOP DRAWINGS

RECOMMENDATION:

Architects shall approve or take appropriate action and return all shop drawings not later than ten (10) calendar days after receipt thereof. Faster turnaround on certain long-lead items should receive special consideration if requested.

COMMENTS:

- A. Contractor shall submit shop drawings timely in order not to place an undue burden on the architect. Contractor shall indicate his approval of the shop drawings prior to their submission to the architect.
- B. Contractor shall maintain a complete set of approved shop drawings on the job site.
- C. Sample Stamp to be used by the A & E Firm.

APPROVED APPROVED AS CORRECTED
 NOT APPROVED REVISE AND RESUBMIT

Checking is only for conformance with the design concept of the project and compliance with the information given in the contract document. Contractor is responsible for dimensions which shall be confirmed and correlated at the jobsite; fabrication processes and techniques of construction; coordination of the work with that of all other trades; and the satisfactory performance of the work.

ARCHITECT and/or ENGINEERING FIRM

(address)

BY _____ DATE _____

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ADVERSE WEATHER CONDITION CLAIMS

The affect of adverse weather is frequently at issue during the construction process. This JCR is a guide to help resolve this situation.

1. Adverse weather conditions shall be defined as precipitation and its residual effects, wind, cold and hot weather, and approaching bad weather which can be shown to adversely impact the construction schedule. All claims will be based upon the actual weather conditions at the field office. Adverse weather should be documented in the contractor's daily reports.
2. Five (5) calendar days per calendar month shall be anticipated in the construction schedule as adverse weather at the jobsite. Days in excess of the five days will extend the contract end date on a day for day basis. The contractor must be able to prove that the adverse weather condition claim affects the construction schedule. The five (5) calendar days shall be non-cumulative.
3. All claims for adverse weather conditions must be submitted in accordance with the claim notification requirements of the contract documents.
4. Adverse weather conditions incurred following the contract date of substantial completion shall not be allowed.
5. The 5 calendar days per month is based on average rain fall data for South Carolina and was derived from data tables compiled by the National Weather Service over a 10 year period. The 5 days allotted should be adjusted for projects located in other states.

Rev. 02/04

End of JCR-CP-14

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