

ARTICLE 1

BOOK 20 PAGE 386

**THE CONTRACT DOCUMENTS**

- 1.1 The Contract Documents consist of this Agreement, the Conditions of the Contract (General, Supplementary and other Conditions), the Drawings, the Specifications, all Addenda issued prior to and all Modifications issued after execution of this Agreement. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents appears in Article 16. If anything in the Contract Documents is inconsistent with this Agreement, the Agreement shall govern.

ARTICLE 2

**THE WORK**

- 2.1 The Contractor shall perform all the Work required by the Contract Documents for  
*(Here insert the caption descriptive of the Work as used on other Contract Documents.)*

All work required to renovate building into shell office space ready for tenant upfitting. (Note: Upfitting is defined as tenant partition walls, floor and wall finishes, doors and hardware, and electrical power and communications equipment only). Also included is all work necessary to complete the upfitting of space for Dean Witter Reynolds in accordance with the plan identified within 16.2.1, and specific details to be forwarded by Dean Witter Reynolds. The work includes but is not limited to, those items described within 16.2.2. All engineering design services shall be provided by the Contractor on a design/build basis.

ARTICLE 3

**THE CONTRACTOR'S DUTIES AND STATUS**

- 3.1 The Contractor accepts the relationship of trust and confidence established between him and the Owner by this Agreement. He covenants with the Owner to furnish his best skill and judgment and to cooperate with the Architect in furthering the interests of the Owner. He agrees to furnish efficient business administration and superintendence and to use his best efforts to furnish at all times an adequate supply of workmen and materials, and to perform the Work in the best way and in the most expeditious and economical manner consistent with the interests of the Owner.

ARTICLE 4

**TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

- 4.1 The Work to be performed under this Contract shall be commenced immediately upon execution by the Owner and, subject to authorized adjustments, Substantial Completion shall be achieved not later than 27 September, 1985 for the Dean Witter Reynolds Office Space.  
*(Here insert any special provisions for liquidated damages relating to failure to complete on time.)*  
Liquidated damages in the amount not to exceed \$200 per day for each day that substantial completion is not achieved.