

GENERAL CONDITIONS

**ARTICLE 7
CONTRACT DOCUMENTS**

7.1 The Contract Documents consist of this Agreement with General Conditions, Supplementary and other Conditions, the Drawings, the Specifications, all Addenda issued prior to the execution of this Agreement, and all Modifications issued by the Architect after execution of the Contract such as Change Orders, written interpretations and written orders for minor changes in the Work. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. Work not covered in the Contract Documents will not be required unless it is consistent therewith and reasonably inferable therefrom as being necessary to produce the intended results.

7.2 Nothing contained in the Contract Documents shall create any contractual relationship between the Owner or the Architect and any Subcontractor or Sub-subcontractor.

7.3 By executing the Contract, the Contractor represents that he has visited the site and familiarized himself with the local conditions under which the Work is to be performed.

7.4 The Work comprises the completed construction required by the Contract Documents and includes all labor necessary to produce such construction, and all materials and equipment incorporated or to be incorporated in such construction.

**ARTICLE 8
ARCHITECT**

8.1 The Architect will provide administration of the Contract and will be the Owner's representative during construction and until final payment is due.

8.2 The Architect shall at all times have access to the Work wherever it is in preparation and progress.

8.3 The Architect will visit the site at intervals appropriate to the stage of construction to familiarize himself generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of his on-site observations as an architect, he will keep the Owner informed of the progress of the Work, and will endeavor to guide the Owner against defects and deficiencies in the Work of the Contractor. The Architect will not have control in charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and he will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

8.4 Based on the Architect's observations and an evaluation

of the Contractor's Applications for Payment, the Architect will determine the amounts owing to the Contractor and will issue Certificates for Payment in accordance with Article 15.

8.5 The Architect will be the interpreter of the requirements of the Contract Documents. He will make decisions on all claims, disputes, or other matters in question between the Contractor and the Owner, but he will not be liable for the results of any interpretation or decision rendered in good faith. The Architect's decisions in matters relating to artistic effect will be final if consistent with the intent of the Contract Documents. All other decisions of the Architect, except those which have been waived by the making or acceptance of final payment, shall be subject to arbitration upon the written demand of either party.

8.6 The Architect will have authority to reject Work which does not conform to the Contract Documents.

8.7 The Architect will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for conformance with the design concept of the Work and with the information given in the Contract Documents.

**ARTICLE 9
OWNER**

9.1 The Owner shall furnish all surveys and a legal description of the site.

9.2 Except as provided in Paragraph 10.5, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or permanent changes in existing facilities.

9.3 The Owner shall forward all instructions to the Contractor through the Architect.

9.4 If the Contractor fails to correct defective Work or persistently fails to carry out the Work in accordance with the Contract Documents, the Owner, by a written order, may order the Contractor to stop the Work, or any portion thereof, and the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to any duty on the part of the Owner to exercise the right for the benefit of the Contractor or any other person or entity.

**ARTICLE 10
CONTRACTOR**

10.1 The Contractor shall supervise and direct the Work, using his best skill and attention and he shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.

10.2 Unless otherwise specifically provided in the Contract Documents, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper