General Conditions – Whose Job Is It Anyway?

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Source for Example Provisions:
AIA Form AIA201-2007
See https://www.aiacontracts.org/contract-documents/22076-general-conditions-of-the-contract-for-construction for sample and to purchase/use.
See also other AIA 200 series forms for general conditions suited to variations, depending project delivery approach, size of the project, and other considerations.

THE OWNER
OWNER’S OBLIGATIONS

Appoint an Owner’s Representative. Sec. 2.1.1

– On request of Contractor with reasonable basis, provide evidence of financing. Sec. 2.2.1
– Secure and pay for necessary approvals, easements, and assessments, except those permits specified as the Contractor’s obligation; surveys, and other necessary site description documents. Sec. 2.2.2, 2.2.3, 2.2.4
OWNER’S OBLIGATIONS

– Right to stop work and carry out the work, if contractor defaults and fails to timely correct. Sec. 2.3, 2.4.
– If separate contracts awarded, provide for coordination of forces. Sec. 6.1
– Owner’s insurance and bonds. Sec. 11.2, 11.3, 11.4

THE CONTRACTOR
CONTRACTOR’S OBLIGATIONS

– Appoint a Contractor’s rep and job superintendent; maintain all lawfully required licenses. Sec. 3.1.1, 3.1.2, 3.9.1, 3.9.2, 3.9.3

– Visit and become generally familiar with the site conditions prior to signing contract, and review the contract documents prior to starting each portion of the Work and notify the Architect of any known errors or omissions. Sec. 3.2.1, 3.2.2, 3.2.3, 3.2.4.

CONTRACTOR’S OBLIGATIONS

– Supervise and direct the Work, controlling the means, methods, and timing/sequencing. Sec. 3.3.1.

– Jobsite safety, and enforcing discipline and good order among those working onsite. Sec. 3.3.2, 3.4.3. Provide access to Work to Owner and Architect. Sec. 3.16

– Inspecting the Work as the job progresses, including work of subs. Sec. 3.3.1, 3.3.3.

– Pay taxes incurred for the Work. Sec. 3.6.7.
CONTRACTOR’S OBLIGATIONS

– Secure and pay for building permit and other customary government approvals necessary for the Work. Sec. 3.7.1
– Comply with the law when performing the Work. Sec. 3.7.2, 3.7.3.
– Prompt notice to Owner and A/E if material concealed or unknown conditions are found. Sec. 3.7.4, 3.7.5

CONTRACTOR’S OBLIGATIONS

– Prepare, submit, and maintain a construction schedule and a submittal schedule. Sec. 3.10
– Review, approve, and submit to the architect shop drawings, product data, samples and other submittals with reasonable promptness, and complete the work as per those submittals. Sec. 3.12.5, 6, 7, 8
– Not unreasonably encumber the site with materials or equipment. Sec. 3.13
CONTRACTOR’S OBLIGATIONS

– Cutting, fitting, and patching necessary for the Work. Sec. 3.14
– Clean up. Sec. 3.15
– Pay all royalties and license fees. Sec. 3.17
– Indemnification. Sec. 3.18
– Contractor’s insurance. Sec. 11.1

CONTRACTOR’S OBLIGATIONS - SUBCONTRACTORS

– Provide list of subcontractors to Owner through A/E as soon as practicable after contract award, and not contract with anyone whom Owner or A/E has made reasonable and timely objection. Sec. 5.2
– Require each Sub. to be bound to follow the Contract Documents, and to require same of Sub-subcontractors. Sec. 5.3
ARCHITECT’S OBLIGATIONS

– Be lawfully licensed to practice. Sec. 4.1
– Administer the contract, serve as Owner’s rep, visit the site sufficiently to determine if the Work is being done as per the Contract Documents, but without making exhaustive or continuous on-site inspections, and keep the Owner reasonably informed of progress, known changes from the Contract Documents and construction schedule, and defects or deficiencies in the Work. Sec. 4.2.1, 2, 3.
ARCHITECT’S OBLIGATIONS

– Serve as communication conduit between Owner and Contractor. Sec. 4.2.4

– Review Applications for Payment and certify amounts due to the Contractor, and issue Certificates for Payment. Sec. 4.2.5

– Reject non-conforming work and require inspection or testing of the Work when A/E deems it necessary or advisable. Sec. 4.2.6

– Review and approve Contractor’s submittals. Sec. 4.2.7

ARCHITECT’S OBLIGATIONS

– Prepare Change Orders and Change Directives, and investigate and make determinations and recommendations as to concealed and unknown conditions. Sec. 4.2.8

– Inspect to determine date of Substantial Completion and issue Certificates of Substantial Completion, receive and forward warranty documents assembled by Contractor to Owner, and issue a final Certificate for Payment. Sec. 4.2.9
ARCHITECT’S OBLIGATIONS

– Interpret and decide matters between Owner and Contractor as to requirements of Contract Documents and performance. Sec. 4.2.11

– Serve as the “Initial Decision Maker” as to any Claim or Dispute, unless another is appointed. Sec. 15.1.2, 15.2.1

– Have final decision as to aesthetic effect, if consistent with Contract Documents. Sec. 4.2.13

ARCHITECT’S OBLIGATIONS

– Review and respond to requests for information about Contract Documents, and issue supplemental drawings and specifications when appropriate. Sec. 4.2.14
SUBMITTALS

– Shop drawings. Sec. 3.12.1
– Product Data. Sec. 3.12.2
– Samples. Sec. 3.12.3
– Submittals are not Contract Documents, but are demonstrative to how Contractor intends to implement the design in the Contract Documents as to the subject matter submitted, and which the A/E may review and approve. Sec. 3.12.4

THANK YOU!

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A sample preview of the
*AIA Document A201™ – 2007 SP
General Conditions of the Contract for
Construction, for use on a Sustainable Project*
can be found here:

http://aiad8.prod.acquia-sites.com/sites/default/files/2016-09/AIA-A201SP-2007-
Free-Sample-Preview.pdf