

Conditions of the Contract

25 Things to Know

1. Contract Documents are 
 - Contract Forms
 - Conditions of the Contract
 - Specifications
 - Drawings
 - Addenda
 - Modifications
2. The Construction Contract is between the Contractor and Owner only. The Contract Documents address the Contractor only 
3. Procurement / Bidding requirements, Information to Bidders and Shop drawings are not Contract Documents. 
4. The Contractor is responsible for, and has control over, Construction Means, Methods, techniques, sequences and procedures for and coordinating all portions of the Work. 
5. The Contractor is responsible for safety precautions and programs in connection with the Work. 
6. Owner and Contractor shall endeavor to communicate with each other through the Architect. 
7. There are only two inspections – Substantial Completion and Final Completion – all others are site visits. 
8. The Owner can stop the Work if Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents. 
9. Payment to the Contractor by the Owner does not constitute acceptance of the Work 
10. Conditions of the Contract include General Conditions and Supplementary conditions. 
11. Changes in the Work:
 - Change Orders – Signed by the Owner, Contractor and Architect
 - Construction Change directive – Signed by the Owner and Architect.
 - Minor Changes in the work may be issued by the Architect alone.



Conditions of the Contract – Things to Know:

12. Modifications include: 
 - A written Amendment
 - Change Order
 - Construction Change Directive
 - Minor Changes in the Work

13. The A/E is to ascertain that the Contract Documents are in accordance with applicable building Codes 

14. The Owner is responsible for engineering surveys & property insurance. 

15. At Substantial Completion the Contractor shall submit to the A/E a list of items to be corrected or completed. 

16. The Contractor shall stop the Work in the area where material is believed to be hazardous. 

17. The one year correction period is one year from Substantial Completion for correcting the Work. 

18. The Warranty: Contractor warrants that the Work will conform to the requirements of the Contract Documents – the Warranty is valid until the Statute of Limitations, if any. 

19. “Day” means calendar day. 

20. Division 1 expands administrative, procedural, and temporary facilities provisions. 

21. Substantial Completion: the Work or designated portion is sufficiently complete so the Work can be utilized as intended. 

22. Contract Documents are Complementary. 

23. Supplementary Conditions include insurance limits. 

24. Claims by either party must be initiated within 21 days in writing. 

25. Conditions are not Specifications. 