



The Contractor's Role

during construction

THE CONTRACTOR'S ROLE DURING CONSTRUCTION

The A201- 2017, General Conditions of the Contract for Construction, describes the Owner's, Architect's, and Contractor's roles during the Construction Phase. In this document, the Owner's role is as follows:

- Definition of CONTRACTOR: *The person or entity defined as such in the Agreement or its authorized representative, lawfully licensed in the jurisdiction the project is located.*

THE CONTRACTOR'S OBLIGATIONS

- *The Contractor's first duty is to perform the work in accordance with the Contract Documents. The Contractor shall:*
 - Review the Contract Documents and the field conditions, and notify the Architect of any discrepancy between field conditions and the Architect's design.
 - Review and compare the Contract documents and notify the Architect of any inconsistencies, errors, or omissions - however the Contractor is not responsible for these if these are not detected in its review.
 - Supervise and direct the Work.
 - Be responsible for construction means, methods, techniques, sequences and procedures.
 - Be responsible for job site safety.
 - Be responsible for acts and omissions of its employees, subcontractors, and entities or persons doing parts of the Work for the subcontractors or the Contractor.
 - Be responsible for inspecting the Work to determine that it is correct at all stages and it can proceed as required.
 - Provide and pay for labor materials, equipment , tools construction equipment and machinery, water heat, utilities, transportation and other facilities and services necessary to complete the Work.
 - Do not allow the employment of unfit persons not skilled in the tasks assigned to them.
 - Warranty to the Owner and Architect that the materials and equipment provided are good quality and new, unless otherwise indicated on the Contract Documents (for example, salvaged and reused materials, or cleaning existing materials).
 - Pay associated taxes.
 - Secure and pay for the building permit and other permits as necessary.
 - Correct work performed contrary to applicable regulations (if the Contractor knew this) at no additional cost to the Owner.

Information for this module was taken from the AIA A201 2017 edition

UNKNOWN CONDITIONS

If the Contractor discovers during the execution of the work site conditions which are materially different from those indicated in the Contract document it should notify the Architect immediately.

OTHER TASKS

- Select the superintendent and the Owner approves.
- Submit to the Architect a Schedule of Submittals for review and approval.
- Submit to the Architect and Owner a Construction Schedule for their review and approval.
- Perform the work according the approved schedules.
- Review and approve submittals, determine and verified materials, field measurements and field construction critieran related to the submittals, and checked and coordinated the submittal with the requirements of the work.
 - Submittals are not substitutions. If the Contractor wants to make a change from the specified or indicated item, **it has to submit a certified RMW Substitution Request.**
- Keep documents and samples at the site.
- The Contractor shall not provide professional architectural or engineering services unless those services are specifically required by the Contract Documents for a portion of the Work (delegated design for pre-manufactured steel stairs, for example), or they are services required by the Contractor's portion of the work (calculations for scaffolding, for example).
- Confine operations to areas permitted by the Owner and applicable regulations.
- Provide access to the Work to the Owner and Contractor.
- Indemnify the Owner and the Architect as described in the Contract Documents.
- Stop the work if, through no fault of the Contractor, a Certificate for Payment is not issued within the days established in the Contract, until payment is received.
- Maintain the required insurance and bonds.
- Provide tests and inspections as required by the Contract Documents.



REMEMBER: The Contractor is not responsible for making sure that the Contract Documents comply with the applicable regulations, however, if the Contractor becomes aware of non-conformity, it should notify the Architect in writing.

HAZ MATS

The Owner is responsible for the cleaning of hazardous materials on the site but not for the hazardous materials introduced by the Contractor.



NOTE TO USERS:

This is a partial summary from the AIA 201 2017 applicable contents; use it as a guide only. If you are working on a contract or doing CA, and you need the **precise language and content**, refer to the original AIA 201 2017 document with RMW modifications.

AIA® Document A201™ – 2017 **General Conditions of the Contract for Construction**

for the following PROJECT:
(Name and location or address)

THE OWNER:
(Name, legal status and address)

THE ARCHITECT:
(Name, legal status and address)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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