

Second copy

The Standard Documents of the American Institute of Architects

The American Institute of Architects herewith presents for the use of its members and architects generally, its Standard forms of Contract Documents. Architects are requested to read the introduction printed on the second page of this cover. The documents are copyrighted and license to publish them has been granted to E. G. Soltmann, 134-140 West 29th Street, New York. The prices at which they are sold are stated on the third page of this cover. Suggestions for their improvement should be made to the Standing Committee on Contracts and Specifications, The Octagon, Washington, D. C.

THE AMERICAN INSTITUTE OF ARCHITECTS ARCHIVES For information or study purposes only. Not to be recycled, quoted, or published without written permission from the AIA Archives, 1735 New York Ave. NW, Washington, D.C. 20006

*Void - See
Second Edition
copyrighted - 1915
Keep for record*

Copyrighted 1911 by
The American Institute of Architects
Washington, D. C.

A Note Explanatory of the Standard Documents

The American Institute of Architects has been engaged for more than four years in an effort to improve the form of certain documents currently used by architects, with a view to making these documents clear in thought and statement, equitable as between Owner and Contractor, applicable to work of almost all classes, binding in law and a standard of good practice.

The related Standard Forms now approved by the Institute are: (a) Invitation to Bid; (b) Instructions to Bidders; (c) Form of Proposal; (d) Form of Agreement; (e) Form of Bond; (f) General Conditions of the Contract.

These forms are not put forth to diminish the use of the "Uniform Contract," the publication of which will be continued under the joint auspices of the American Institute of Architects and the National Association of Builders.

As in almost all cases, Drawings, Specifications, General Conditions and Agreement are necessary for the complete expression of the obligations of Owner and Contractor, they are in fact, as set forth in Article I of the General Conditions, "The Documents Forming the Contract." It is therefore inadvisable to speak of a certain one of them as "The Contract," but as there is one of them in which the Owner and Contractor formally acknowledge their agreement, that document is distinguished as "The Agreement."

The General Conditions contain so much relative not merely to the Specifications but to the Drawings and the Agreement that it appears illogical to call them, as customary heretofore, "The General Conditions of the Specifications." It has therefore been deemed wise to call them "The General Conditions of the Contract," and it is interesting to note that such is the designation assigned to them by the Royal Institute of British Architects.

As statements placed in any one of the documents are just as binding as if placed in any other, the Agreement has been reserved for matters that are essentially private as between Owner and Contractor, *e. g.*, contract price, terms of payment, date of completion, penalty, etc. All other general clauses governing the relations of Owner and Contractor, and the execution of the work have been placed in the General Conditions of the Contract.

ALLEN B. POND, Secretary

FRANK MILES DAY
WILLIAM A. BORING

FRANK C. BALDWIN
FRANK W. FERGUSON

In view of the expense of corporate surety and of the difficulty of recovery therefrom, the bonds of individuals are now frequently preferred. A simple Form of Bond suited for either has theretofore been prepared.

The forms though intended for use in actual practice should also be regarded as a code of reference representing the judgment of the Institute as to what constitutes the best practice of the profession. Though intended primarily for use in connection with a single or general contract, nothing contained in them prevents their use for operations under separate contracts without a general contractor.

The work of preparing the documents was entrusted to the Standing Committee on Contracts and Specifications who, on undertaking it, studied with great care the Uniform Contract and forms in use by some thirty well-known architects. After much deliberation, tentative forms were embodied in a First and Second Edition, which latter was submitted to all the Chapters of the Institute. As a result of the criticisms thus obtained, careful revisions were made and the result embodied in a Third Edition. This in turn was submitted for criticism to engineers, contractors and architects throughout the country. The results of their suggestions and of further study and deliberation by the Committee were embodied in three subsequent editions.

The Committee has from time to time had the advice of Francis Fisher Kane, Esq., Counsel for the Institute; Ernest Eidlitz, Esq., and in the Fifth Edition of its work, the able and careful criticism of Prof. Samuel Williston of the Harvard Law School and the assistance of James W. Pryor, Esq., in its editing.

At its Forty-first Annual Convention held in Chicago in 1907, the Institute authorized its Board of Directors to sanction the publication of the Standard Forms as having the approval of the Institute, which sanction was given by the Board acting through its Executive Committee, April 12, 1911.

The Standing Committee on Contracts and Specifications has during the preparation of the Standard Forms consisted of the following members of the Institute:—

GROSVENOR ATTERBURY, Chairman

ALFRED STONE, Deceased
G. L. HEINS, Deceased

The Standard Documents of the American Institute of Architects

may be ordered at the following cash prices from
E. G. Soltmann, Sole Licensee for Publication
Tee Square Building, 134-140 West 29th Street, New York

The Proposal forms

consisting of the Invitation to submit a Proposal, the Form of Proposal, Instructions to Bidders and Instructions to Architects.

Less than fifty at 2½ cents each; fifty for \$1.00;
one hundred for \$1.75; five hundred for \$7.50

The General Conditions of the Contract

containing the sixty-three Articles and consisting of loose leaves enclosed in a cover.

Less than fifty at 6 cents each; fifty for \$2.75;
one hundred for \$5.00; five hundred for \$22.50

The Agreement and the Bond

The Agreement is issued in two styles, identical in wording. Style A is printed upon both sides of an opaque paper. From it carbon duplicates may be made upon similar blanks. Style B is printed upon one side of a transparent paper. It is especially adapted for reproduction by blue-printing. Architects ordering Forms of Agreement should state which style is desired.

Less than fifty at 2½ cents; fifty for \$1.00;
one hundred for \$1.75; five hundred for \$7.50

A complete trial set of the documents in duplicate will be delivered postpaid on receipt of ten two cent stamps.

Should an architect wish to have his name and address printed at the several places in the documents in which they would otherwise be written, an arrangement to that effect may be made with Mr. Soltmann. Should a firm of architects wish to have their name and address printed in the documents, and all references to them put in the plural, an arrangement to that effect may be made with Mr. Soltmann.

Apart from the above indicated changes, Mr. Soltmann is not at liberty to print forms varying from the standard until the proposed variations have been submitted to the Committee on Contracts and Specifications and have received its approval.

Invitation to submit a Proposal

Office of

.....
Architect
.....

Dear Sir:—You are invited to submit a proposal for.....
.....
.....
.....
.....

Drawings, Specifications and other information may be procured from this office on
and after.....

All documents must be returned to this office.....
.....

To be entitled to consideration the Proposal must be made upon the form provided,
which must be fully completed in accordance with the accompanying Instructions
to Bidders and must be delivered to this office not later than.....
.....

Very truly yours,

..... 19.....

.....
Architect.

This form copyrighted 1911 by the American Institute of Architects, The Octagon, Washington, D. C.
Sole Licensee for Publication, E. G. Soltmann, Drawing Materials, 134-140 W. 29th St., New York.

first Standard Edition.

THE AMERICAN INSTITUTE OF ARCHITECTS ARCHIVES For information or study purposes only. Not to be recycled, quoted, or published without written permission from the AIA Archives, 1735 New York Ave. NW, Washington, DC 20006

Instructions to Bidders

Standard form of the American Institute of Architects

Proposals, to be entitled to consideration, must be made in accordance with the following instructions:

- a. Proposals shall be made upon the form accompanying these instructions, and all blank spaces in the form shall be fully filled; numbers shall be stated both in writing and in figures; the signature shall be in long hand; and the completed form shall be without interlineation, alteration or erasure.
- b. Proposals shall not contain any recapitulation of the work to be done.
- c. Proposals shall be delivered to the Architect enclosed in an opaque, sealed envelope addressed to him, marked "Proposal," and bearing the title of the work and the name of the Bidder.
- d. No oral, telegraphic or telephonic proposals or modifications will be considered.

Should a Bidder find discrepancies in or omissions from the drawings or documents or

should he be in doubt as to their meaning, he should at once notify the Architect, who will send a written instruction to all bidders. Neither Owner nor Architect will be responsible for any oral instructions.

Before submitting a proposal, bidders should carefully examine the Drawings and Specifications, visit the site or work, fully inform themselves as to all existing conditions and limitations, and shall include in the Proposal a sum to cover the cost of all items contemplated by the Contract.

The competency and responsibility of bidders and of their proposed sub-contractors will be considered in making the award. The Owner does not obligate himself to accept the lowest or any other bid.

The Standard form of Agreement of the American Institute of Architects will be used as follows:

This Agreement made the day of in the year Nineteen Hundred and by and between hereinafter called the Contractor and hereinafter called the Owner Witnesseth, that the Contractor and the Owner for the considerations hereinafter named agree as follows:

Article 1. The Contractor agrees to provide all the materials and to perform all the work shown on the Drawings and described in the Specifications entitled prepared by acting as, and in these Contract Documents entitled by the Architect, and to do to the satisfaction of the Architect everything required by the Drawings, Specifications and General Conditions.

Article 2. The Contractor agrees to complete the work by and at the following time or times, to wit: and to pay or allow the Owner as liquidated damages, the sum of (\$.....) for each day thereafter, Sundays and legal holidays not included, that the work remains uncompleted.

Article 3. The Owner agrees to pay the Contractor in current funds for the performance of the Contract (\$.....) subject to additions and deductions as provided in the General Conditions of the Contract.

Article 4. The Owner agrees to make payments on account of this Contract on the certificate of the Architect, as follows:

In no case, however, shall the Contractor be entitled to a payment which, in the judgment of the Architect, will leave the balance withheld insufficient to complete the work.

Article 5. The Contractor and the Owner agree that the Drawings with all notes now thereon, the Specifications and the General Conditions of the Contract are, together with this Agreement, the Documents forming the Contract, and that the said Drawings, Specifications and General Conditions are as fully a part of the Contract as if hereto attached or herein repeated; and that should the Contractor and the Owner fail to sign them the identification of them by the Architect shall be binding on both parties.

The Contractor and the Owner for themselves, their successors, executors, administrators and assigns, hereby agree that they will in all ways be bound by the Documents forming the Contract, and that they will abide by and will promptly and fully carry out all decisions given thereunder, and that they will fully perform all of the covenants and agreements therein contained, in witness whereof they have hereunto set their hands and seals, the day and year first above written.

In Presence of
..... } (Seal)
..... } (Seal)
..... } (Seal)
..... } (Seal)

Should a Bond be required, the Standard form of Bond of the American Institute of Architects will be used as follows:

Know all Men by these Presents: That we (Here insert the name and address of the Contractor) hereinafter called the Principal, and hereinafter called the Surety or Sureties are held and firmly bound unto hereinafter called the Owner, in the sum of (\$.....) for the payment whereof the Principal and the Surety or Sureties bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly, by these presents.

Whereas, the Principal has, by means of a written Agreement, dated entered into a contract with the Owner for a copy of which Agreement is hereto annexed;

Now, Therefore, the Condition of this Obligation is such that if the Principal shall faithfully perform the Contract on his part, and satisfy all claims and demands incurred for the same, and fully indemnify and save harmless the Owner from all cost and damage which he may suffer by reason of failure so to do, and shall fully reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any such default, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Provided, however, that no suit, action or proceeding by reason of any default shall be brought on this Bond after months from the day on which the final payment under the Contract is made; and that service of writ or process commencing any such suit, action or proceeding shall not be made after such date.

And, Provided, that any alterations which may be made in the terms of the Contract, or in the work to be done under it, or the giving by the Owner of any extension of time for the performance of the Contract, or any other forbearance on the part of either the Owner or the Principal to the other shall not in any way release the Principal and the Surety or Sureties, or either or any of them, their heirs, executors, administrators, successors or assigns from their liability hereunder, notice to the Surety or Sureties of any such alteration, extension or forbearance being hereby waived.

Signed and Sealed this day of 19.....

In Presence of
..... (Seal)
..... (Seal)
..... (Seal)
..... (Seal)

This form copyrighted 1911 by the American Institute of Architects, The Octagon, Washington, D. C. Sole Licensee for Publication, E. G. Soltmann, Drawing Materials, 134-140 W. 29th St., New York.

first Standard Edition.

THE AMERICAN INSTITUTE OF ARCHITECTS ARCHIVES For information or study purposes only. Not to be recycled, quoted, or published without written permission from the AIA Archives, 1735 New York Ave. NW, Washington, DC 20006

The Standard form of Proposal of the American Institute of Architects

This form copyrighted 1911 by the American Institute of Architects, Washington, D. C.
Sole Licensee for Publication, E. G. Soltmann, 134-140 West 29th St., New York.

19

.....
Architect.

Dear Sir:—

Having carefully examined the Instructions to Bidders, the General Conditions of the Contract and the Specifications entitled (Here insert the caption descriptive of the work as used therein.)

.....
.....
.....
and the Drawings, similarly entitled, numbered.....
.....
.....

as well as the premises and the conditions affecting the work, the Under-
signed proposes to furnish all materials and labor called for by them for
(Here insert, in case all the work therein described is to be covered by one contract, "the entire work." In case of a partial contract)
(insert name of the trade or trades to be covered and the numbers of the pages of the Specifications on which the work is described.)
.....
.....
.....

in accordance with the said documents for the sum of.....
.....

Dollars (\$.....) and to execute a contract for the
above work, for the above stated compensation in the form of the Agreement, shown

first Standard Edition.

in Instructions to Bidders, provided that he be notified of the acceptance of this proposal within.....days of the time set for the submission of bids.

Instructions to Architects using the Standard form of Proposal of the American Institute of Architects

The form, as printed, includes only such statements as will probably be required in any Proposal. Additions will usually have to be made to it. Suggestions suited to certain conditions are offered in the following notes.

If the Bidder is to name the time required for completing the work, insert such a clause as the following:

The Undersigned agrees, if awarded the Contract, to begin the work within days, and to complete it within after the signing of the Contract Documents.

If liquidated damages are to be required, insert the following:

And further agrees that, from the compensation otherwise to be paid, the Owner may retain as and for liquidated damages the sum of Dollars (\$.....) for each day thereafter, Sundays and Holidays not included, that the work remains uncompleted.

If a bond is required, insert the following:

The Undersigned agrees, if awarded the Contract, to execute and deliver to the Architect within days after the signing of the Contract, a satisfactory bond in the sum of extending from the time of signature months beyond the day on which the final certificate is issued, the bond to be made in accordance with the form given in Instructions to Bidders.

And further agrees that if such bond be not required he will deduct from the proposal price the sum of Dollars (\$.....).

If a certified check be required, the following clause should be inserted:

The Undersigned further agrees that the certified check payable to Owner, accompanying this proposal is left in escrow with you as Architect, that its amount is the measure of liquidated damages which the Owner will sustain by the failure of the Undersigned to execute and deliver the above named

Agreement and that if the Undersigned defaults in executing that Agreement within days of written notification of the award of the contract to him, then the check shall become the property of the Owner, but if this proposal is not accepted within days of the time set for the submission of bids, or if the Undersigned executes and delivers said Contract, the check shall be returned to him on receipt therefor.

If alternative proposals should be required, they should be set forth, as, for example:

Should be substituted for the Undersigned agrees to deduct (or will require the addition of) Dollars (\$.....) from } the proposed sum. to }

If unit prices are required as a part of the proposal, they should be set forth, as, for example:

The Undersigned agrees that work added shall be computed at the following prices, and that work omitted shall be computed at per cent. less than these prices:
Concrete foundations per cubic yard.
Rough brickwork per thousand.
Plastering (3 coats) per yard.

If the names of sub-contractors whom the Contractor proposes to employ are required as a part of the Proposal, this requirement should be set forth, as, for example:

In case of obtaining the award the Undersigned will employ, subject to the Architect's approval, sub-contractors in each of the several trades selected from the following list (one or more names must be inserted for each trade):
Excavation
Stone masonry
Brickwork
Etc., etc.

This form copyrighted 1911 by the American Institute of Architects, The Octagon, Washington, D. C. Sole Licensee for Publications, E. G. Soltmann, Drawing Materials, 134-140 W. 29th St., New York.

First Standard Edition.

The General Conditions of the Contract Standard form of the American Institute of Architects

Architects using the Standard General Conditions of the Contract are requested to read the note explanatory of the Documents on the second page of this cover, and especially the Appendix to the General Conditions on the third page of this cover. As these Conditions and the Standard form of Agreement have been drafted for conjoint use neither should be used without the other.

Copyrighted 1911 by
The American Institute of Architects
Washington, D. C.
First Standard Edition.

A Note Explanatory of the Standard Documents

The American Institute of Architects has been engaged for more than four years in an effort to improve the form of certain documents currently used by architects, with a view to making these documents clear in thought and statement, equitable as between Owner and Contractor, applicable to work of almost all classes, binding in law and a standard of good practice.

The related Standard Forms now approved by the Institute are: (a) Invitation to Bid; (b) Instructions to Bidders; (c) Form of Proposal; (d) Form of Agreement; (e) Form of Bond; (f) General Conditions of the Contract.

These forms are not put forth to diminish the use of the "Uniform Contract," the publication of which will be continued under the joint auspices of the American Institute of Architects and the National Association of Builders.

As in almost all cases, Drawings, Specifications, General Conditions and Agreement are necessary for the complete expression of the obligations of Owner and Contractor, they are in fact, as set forth in Article 1 of the General Conditions, "The Documents Forming the Contract." It is therefore inadvisable to speak of a certain one of them as "The Contract," but as there is one of them in which the Owner and Contractor formally acknowledge their agreement, that document is distinguished as "The Agreement."

The General Conditions contain so much relative not merely to the Specifications but to the Drawings and the Agreement that it appears illogical to call them, as customary heretofore, "The General Conditions of the Specifications." It has therefore been deemed wise to call them "The General Conditions of the Contract," and it is interesting to note that such is the designation assigned to them by the Royal Institute of British Architects.

As statements placed in any one of the documents are just as binding as if placed in any other, the Agreement has been reserved for matters that are essentially private as between Owner and Contractor, *e. g.*, contract price, terms of payment, date of completion, penalty, etc. All other general clauses governing the relations of Owner and Contractor, and the execution of the work have been placed in the General Conditions of the Contract.

ALLEN B. POND, Secretary

FRANK MILES DAY
WILLIAM A. BORING

FRANK C. BALDWIN
FRANK W. FERGUSON

In view of the expense of corporate surety and of the difficulty of recovery therefrom, the bonds of individuals are now frequently preferred. A simple Form of Bond suited for either has theretofore been prepared.

The forms though intended for use in actual practice should also be regarded as a code of reference representing the judgment of the Institute as to what constitutes the best practice of the profession. Though intended primarily for use in connection with a single or general contract, nothing contained in them prevents their use for operations under separate contracts without a general contractor.

The work of preparing the documents was entrusted to the Standing Committee on Contracts and Specifications who, on undertaking it, studied with great care the Uniform Contract and forms in use by some thirty well-known architects. After much deliberation, tentative forms were embodied in a First and Second Edition, which latter was submitted to all the Chapters of the Institute. As a result of the criticisms thus obtained, careful revisions were made and the result embodied in a Third Edition. This in turn was submitted for criticism to engineers, contractors and architects throughout the country. The results of their suggestions and of further study and deliberation by the Committee were embodied in three subsequent editions.

The Committee has from time to time had the advice of Francis Fisher Kane, Esq., Counsel for the Institute; Ernest Eidlitz, Esq., and in the Fifth Edition of its work, the able and careful criticism of Prof. Samuel Williston of the Harvard Law School and the assistance of James W. Pryor, Esq., in its editing.

At its Forty-first Annual Convention held in Chicago in 1907, the Institute authorized its Board of Directors to sanction the publication of the Standard Forms as having the approval of the Institute, which sanction was given by the Board acting through its Executive Committee, April 12, 1911.

The Standing Committee on Contracts and Specifications has during the preparation of the Standard Forms consisted of the following members of the Institute:—

GROSVENOR ATTERBURY, Chairman

ALFRED STONE, Deceased
G. L. HEINS, Deceased

Appendix to the General Conditions of the Contract

In many cases the sixty-three Articles printed will not include all necessary General Conditions of the Contract. The Architect will then add to them such others as he deems wise.

Many architects include in their General Conditions one or more of the subjects named below. It would seem that many of these should appear in the specifications for the various trades, and that others, though suited for inclusion in the General Conditions, are not invariably needed. These subjects are:

Watchmen, Heating during Construction, Protection and Care of Trees and Shrubs, Protective Coverings in general, Vault Permit, Sidewalks, Fences, Ladders, Temporary Stair-

ways, Scaffolding, Sheds, Sanitary Conveniences, Offices and their Furniture, Telephone, Temporary Wiring and Electric Lights, Lanterns, Temporary Enclosure from Weather, Keeping Building and Cellar free from Water, Chases, Photographs, Checking by Surveyor and his Certificate, Contractor to Work Overtime if Required, Time of Completion of the Essence of the Contract, Earthquake Insurance, Owner to furnish Survey, Contractors to lay out the Work, Giving Lines and Levels, Owner's Contingent Policy of Accident Insurance, Bracing Building during Construction, Damage to Adjoining Property by Movement or Settlement, Stoppage of Work in Freezing Weather, etc.

LIENS

Owing to the diversity of the lien laws in the several States, it is impracticable to draft an article suited for use in all, but it is thought that Article 24 is of very general

applicability. In certain States it is necessary as a bar to liens, that the Agreement, or at least the lien clauses of the Contract, be publicly filed or recorded.

FIRE INSURANCE

The scheme for effecting and settling insurance, described in the following paragraph, has had much consideration. As it has not been tried in practice it is thought wiser to include in the body of the General Conditions the shorter form, but the following is presented for the consideration of members, as possibly preferable under certain conditions,

and as having the approval of the representatives of the National Board of Fire Underwriters. The "Trustee" hereinafter mentioned may, of course, be agreed upon at the time of the signing of the Contract, or subsequently named by the Architect.

The Owner shall maintain fire insurance upon the building in all stages of construction, and upon all materials in or about the premises, not including Contractor's tools and appliances, to the full amount of the Architect's estimate of the value of the building, so far as completed, and of such materials. The policies shall be taken out in the name of the Owner "for account of whom it may concern, upon their joint and several interests in" the building and materials described. The loss, if any, shall be made adjustable with the Owner, and payable to a Trustee to be named by the Architect. Within ten days after the occurrence of any loss covered by the policies, the Contractor shall deliver to the Owner a complete schedule of (1) labor and materials necessary for rebuilding, restoring and replacing the work or the materials destroyed or damaged, and (2) their true value, together with a sworn statement that such schedule and valuation are full and correct. All moneys paid for losses under the policies shall be held by the Trustee aforesaid for distribution to the Owner, the Contractor and all other persons having insurable interests in building or in materials upon the premises, as their interests may be determined. The Trustee shall disburse the insurance moneys in accordance with the agreement reached by the Owner, the Contractor and other persons having insurable interests under this policy, or as determined by arbitration; but he shall make payments to contractors only upon the Architect's certificates of reinstatement of the work. If the Owner, the Contractor and the other persons interested in the insurance should fail to agree upon a distribution, the matter shall be referred to arbitration, as provided in Article 38 of the General Conditions, the Owner appointing one arbitrator, the Contractor and the other persons having insur-

able interests appointing a second arbitrator, and these two appointing a third. The Contractor agrees that if the Owner maintains insurance as above provided, he will not make upon the Owner any claim for loss through fire beyond the Contractor's interest under the policies of insurance maintained by the Owner under this Article. In case of fire the Contractor shall not be released or relieved in any way from the obligation to complete the work under contract, notwithstanding the cost of so doing may exceed the contract price, or the amount recovered as his share of the insurance; and the Contractor shall proceed with the work forthwith, and without awaiting a decision as to the distribution of insurance money, and shall make good all his work or materials destroyed or damaged. All fire insurance policies upon the building or upon materials upon the premises shall be kept in the custody of the Architect and shall be open to inspection by the Owner, the Contractor and others having insurable interests. Upon the request of any person having an insurable interest under such policies, the Architect shall deliver to such person a certificate setting forth briefly the terms and the amounts of the policies, and the facts so far as they are within the personal knowledge of the Architect, upon which such person claims an insurable interest.

If the Owner fails to maintain insurance as provided in this Article, the Contractor may terminate the Contract; but the Contractor may terminate the Contract, under this provision, only at a time when building and materials are not insured as provided in this Article. If the Contractor or any sub-contractor takes out fire insurance upon his interest in the building or in materials upon the premises, he shall not have, while such insurance is in force, any right to participate under any policy taken out by the Owner.

A SUGGESTED CLAUSE RELATIVE TO PAYMENTS

When the system of monthly payments is adopted, the following form may be used in filling the blank in Article 4 of the Agreement. "On or about the.....day of each month,.....per cent. of the value, proportionate to the amount of the Contract, of labor and materials wrought into the building up to the first day of that month,

as estimated by the Architect, less the aggregate of previous payments. On the satisfactory completion of the entire work, a sum sufficient to increase the total payments to.....per cent. of the value of the work, and.....days thereafter the balance due under the Contract."

The Standard Documents of the American Institute of Architects

may be ordered at the following cash prices from
E. G. Soltmann, Sole Licensee for Publication
Tee Square Building, 134-140 West 29th Street, New York

The Proposal forms

consisting of the Invitation to submit a Proposal, the Form of Proposal, Instructions to Bidders and Instructions to Architects.

Less than fifty at 2½ cents each; fifty for \$1.00;
one hundred for \$1.75; five hundred for \$7.50

The General Conditions of the Contract

containing the sixty-three Articles and consisting of loose leaves enclosed in a cover.

Less than fifty at 6 cents each; fifty for \$2.75;
one hundred for \$5.00; five hundred for \$22.50

The Agreement and the Bond

The Agreement is issued in two styles, identical in wording. Style A is printed upon both sides of an opaque paper. From it carbon duplicates may be made upon similar blanks. Style B is printed upon one side of a transparent paper. It is especially adapted for reproduction by blue-printing. Architects ordering Forms of Agreement should state which style is desired.

Less than fifty at 2½ cents; fifty for \$1.00;
one hundred for \$1.75; five hundred for \$7.50

A complete trial set of the documents in duplicate will be delivered postpaid on receipt of ten two cent stamps.

Should an architect wish to have his name and address printed at the several places in the documents in which they would otherwise be written, an arrangement to that effect may be made with Mr. Soltmann. Should a firm of architects wish to have their name and address printed in the documents, and all references to them put in the plural, an arrangement to that effect may be made with Mr. Soltmann.

Apart from the above indicated changes, Mr. Soltmann is not at liberty to print forms varying from the standard until the proposed variations have been submitted to the Committee on Contracts and Specifications and have received its approval.

Title Page of the General Conditions of the Contract and of the Specifications

Brief Description of the Work

The work consists of that called for by the Drawings and Specifications entitled
(Here insert the caption descriptive of the work as used in the form of Proposal, in the Specifications and upon the Drawings.)

.....
.....
.....
.....

hereinafter called the Owner, and is to be executed to the satisfaction of, under the supervision of and in accordance with the Drawings and Specifications prepared by

.....

acting as and in these Contract Documents called the Architect.

Identification of Documents

The Drawings and Specifications forming a part of these Contract Documents are the following:

.....
.....
.....
.....
.....
.....
.....
.....
.....
.....

The General Conditions of the Contract

Standard form of the American Institute of Architects

This form copyrighted 1911 by the American Institute of Architects. The Octagon, Washington, D. C.
Sole Licensee for Publication, E. G. Soltmann, Drawing Materials, 134-140 W. 29th St., New York.

Index to the Articles of the General Conditions

Article	Page	Article	Page
Drawings and Specifications			
1. Contract Documents	3	32. Compensation for Protracted Services	8
2. Intent of Documents	3	33. Right to do Work in Contractor's Default	8
3. Detail Drawings and Instructions	3	34. Owner's Right to Terminate Contract	8
4. Copies Furnished and Kept at the Work	3	35. Contractor's Right to Terminate Contract and to Interest on past due Payments	8
5. Figures to Govern	3	36. Assignment of Contract	8
6. Use and Return of Drawings and Models	3	37. Other Contracts	8
7. Shop Drawings and Models	3	38. Arbitration	8
Materials and Workmanship			
8. Skilled Workmen	3	The Architect	
9. Materials	3	39. Architect's Decision	9
10. Inspection	4	40. Architect's Status	9
11. Re-examination	4	41. Architect's Authority in Emergencies	9
12. Condemnation and Correction of Defective Work	4	42. Change of Architect	9
13. Clerk of the Works and Superintendents	4	The Contractor	
Financial Relations			
14. Statement of Costs	4	43. Schedule of Dates	9
15. Requisitions for Payments	4	44. Labor, Materials and Appliances	9
16. Payment of Final Certificate a Waiver	4	45. Storage Limits	9
17. General Guarantee	4	46. Subletting of Contracts	10
18. Certificates Withheld	5	47. Control of Sub-Contractors	10
19. Deductions for Defective Work	5	48. Co-operation	10
20. Changes in Work	5	49. Competent Foreman	10
21. Contractor's Claim for Extra Remuneration	5	50. No Work Without Instructions	10
22. Additions and Deductions	5	51. Supervision and Verification	10
23. Extra Work under Special Order	5	52. Measurements	10
24. Waiver of Liens	6	53. Permits, Notices, Laws and Rules	10
25. Cash Allowances	6	54. Reports	10
26. Fire Insurance	6	55. Vouchers and Samples	10
27. Contractor's Liability for Delay in Completion	7	56. Patents, Fees	10
28. Contractor's Claim for Extension of Time	7	57. Rubbish	11
29. Contractor's Claim for Damages	7	58. Fires, Smoking, Signs, Loading	11
30. Mutual Responsibility of Contractors	7	59. Protection of Work	11
31. Contractor's Responsibility for Damages to Per- sons or Property	7	60. Repair of Damage	11
		61. Cutting, Fitting and Digging	11
		62. Accident Insurance	11
		63. Notice of Imperfect Work or Material	11

In these General Conditions the Owner, the Contractor and the Architect are treated as if each were of the singular number and masculine gender. Where the words written notice or notice in writing are used, such notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at the last address of the said individual, firm or corporation known to him who gives the notice.

first Standard Edition.

Drawings and Specifications

Article 1. The Agreement, the General Conditions of the Contract, the Specifications and the Drawings with all notes made thereon before the signing of the Agreement are the documents forming the Contract. Copies of all these documents signed by the parties, or identified by the Architect, as provided in the Articles of Agreement, shall remain in the custody of the Architect and shall be produced by him at his office on demand of either party.

Article 2. The documents forming the Contract are complementary, and what is called for by any one shall be as binding as if called for by all. They are intended to include all detail of labor and material reasonably necessary for the proper execution of the work. Should they disagree the Architect shall determine which quantity or quality of the work is to be furnished. Where reference is made to approval of work, material, fixtures, etc., such approval, unless otherwise distinctly stated, is to be understood as that of the Architect.

Article 3. The Contractor, if required, shall prepare, in consultation with the Architect, a schedule fixing the latest dates at which the various detail drawings and decisions will be required for the proper conduct of the work, and the Architect will from time to time, as necessary, furnish such detail and working drawings, which shall be true developments of the scale drawings. The work shall be executed in conformity therewith, and with such instructions, directions and explanations, not inconsistent therewith, as may from time to time be given by the Architect.

Article 4. The Architect will furnish to the Contractor, free of cost to him, one copy of each full size detail drawing, and two copies of all other drawings and of the Specifications.

If additional copies are desired they may be obtained at the cost of reproduction. The Contractor shall keep in good order upon the work one copy of the Specifications and one of each Drawing, and the Architect and his representatives shall have free access to such copies.

Article 5. Figured dimensions shall be followed in preference to measurements by scale; and larger scale drawings shall take precedence over those at smaller scale.

Article 6. The Drawings and Specifications furnished by the Architect shall be used for this work only. As instruments of service they are the property of the Architect, and shall be returned to him. Any models furnished under this Contract, or by the Owner, are the property of the Owner and shall be disposed of as directed by him.

Article 7. The Contractor shall furnish to the Architect at proper times all shop and setting drawings or diagrams which the Architect may deem necessary in order to make clear the work intended or to show its relation to adjacent work of other trades. The Contractor shall make any changes in such drawings or diagrams which the Architect may require, and shall submit two copies of the revised prints to the Architect for his identification, one copy to be returned to the Contractor, the other to be filed by the Architect. In submitting such shop and setting drawings the Contractor shall in writing specifically call the attention of the Architect to every change from the Architect's Drawings or Specifications. The Architect's identification on the revised prints shall not relieve the Contractor of entire responsibility for his own errors and for changes not so pointed out in writing. Any models or templates submitted shall be changed as required until satisfactory to the Architect.

Materials and Workmanship, and their Inspection

Article 8. No one unskilled in the work which he is given to do shall be employed, and all work shall be executed in a skillful and workmanlike manner. Should the Architect deem any one employed on the work incompetent or unfit for his duties, and so cer-

tify, the Contractor shall dismiss him, and he shall not again, without the Architect's permission, be employed on the work.

Article 9. All materials, unless otherwise specified, shall be new and of the best quality of their respective kinds.

First Standard Edition.

Article 10. The Contractor shall at all times maintain proper facilities and provide safe access for inspection to all parts of the work, and to the shops wherein the work is in preparation. Where the Specifications require work to be specially tested or approved it shall not be tested or covered up without timely notice to the Architect of its readiness for inspection and without his approval thereof or consent thereto. Should any such work be covered up without such notice, approval or consent it must, if required by the Architect, be uncovered for examination at the Contractor's expense.

Article 11. When required, the Contractor shall provide all facilities and labor necessary for a complete re-examination of work under suspicion, and if the Architect decides that the work is defective, the Contractor shall bear the expense of re-examination and replacement. If not found defective, such expense shall be credited to the Contractor as extra work.

Article 12. The Contractor, upon receiving from the Architect written notice and within such reasonable time as may be named therein, shall remove from the premises all materials, whether worked or unworked, and take down

and remove all portions of the work, condemned by the Architect as unsound or improper or as in any way failing to conform to the Contract; and the Contractor shall promptly replace and re-execute his own work in accordance with the Contract and without expense to the Owner, and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal, or replacement.

If the Contractor does not remove such condemned or rejected work and materials within the time limited by the notice, the Owner may remove them and may store the material at the expense of the Contractor. If the Contractor does not pay within ten days after such removal by the Owner the expense of such removal, the Owner may at any time thereafter upon ten days' written notice sell such materials at auction or at private sale. The Owner shall account to the Contractor for the proceeds of such sale, after deducting all expense of removal and storage.

Article 13. Except when authorized in writing by the Owner through the Architect, neither the clerk of the works nor a superintendent, even though employed by the Owner, has authority to add to or deduct from the work called for under the Contract, or to make any changes therein.

Financial Relations

Article 14. The Contractor, when required, shall furnish to the Architect, upon a blank form provided or approved by him, a correct statement, showing the estimated cost of each part of the work as subdivided in the Specifications, the total equaling the contract price. This statement shall be for the use of the Architect at his discretion, in preparing estimates for payments on account.

Article 15. At least one week before each payment falls due the Contractor shall submit to the Architect a requisition therefor and shall, if required, submit therewith an itemized statement of the quantities and cost and proportionate share of profit of work performed to the termination of the period to be covered by the payment. Such statement shall be made in form provided or approved by the Architect; but it shall not be binding as against his judgment.

Article 16. The acceptance by the Contractor of the payment of the final certificate shall constitute a waiver of all claims against the Owner under or arising out of this Contract.

Article 17. The Contractor shall make good, without cost to the Owner, any omissions from his work or negligence in connection therewith or any improper materials or defective workmanship or consequences thereof of which he may in writing be notified within one year of the date of the final certificate, but this general guarantee shall not act as a waiver of any specific guarantee for another length of time set elsewhere in the Contract Documents.

Within the period of general or special guarantee, no certificate given, nor payment made under the Contract, nor partial nor entire occupancy of the premises by the Owner, shall be construed as an acceptance of defec-

tive work or of improper material or as condoning any negligence or omission.

Article 18. The Architect may withhold or nullify any certificate or reduce the amount thereof, if, in his opinion, violation of the Contract exists after the Contractor has been duly notified to correct the same, or if he have knowledge of lien against the premises under this Contract, and such certificates may be withheld until such violation is corrected to the satisfaction of the Architect, or such lien is discharged or satisfactorily bonded.

Article 19. If, in the opinion of the Architect, it is not expedient to correct injured work, or work not done in accordance with the Contract, the Owner may deduct the difference in value between the work involved and that called for by the Contract, together with a fair allowance for damage, the amount of which shall be determined by the Architect, subject to arbitration.

Article 20. The Owner may, without invalidating the Contract, make changes by altering, adding to or deducting from the work in the manner hereinafter provided. No claim for an extra charge for such changes shall be valid unless such work is done in pursuance of a formal written order therefor from the Owner or from the Architect acting under the authorization of the Owner, and no bill for extra work of any kind will be audited by the Architect or paid by the Owner unless it be rendered in accordance with the terms of such formal written order. Unless otherwise expressly agreed all such work shall be executed under the conditions of the original Contract.

Article 21. Should the Contractor deem any work which he is called upon to perform, whether by instructions, by detail drawings or otherwise, to be extra to the Contract, he shall give the Architect written notice thereof before proceeding to execute it, and in any case within two weeks of receiving such instructions or drawings or otherwise being called upon to perform such work, and failure so to do shall constitute a waiver of all claim for extra payment on account of it. Should the Architect decide that no extra work is involved, the Contractor may appeal to arbitration before commencing the work, but

in any case he shall proceed with it if so ordered.

Article 22. Should the Architect determine that any alterations in, addition to or deductions from, the work covered by the Contract affect the contract price, then their value shall be determined in one or more of the following ways, as may be selected by the Owner:

A. By Unit Prices named in the Contract or subsequently agreed upon, in which case the Architect shall make the award, subject to arbitration.

B. By Cost and Percentage or Cost and a Fixed Fee, under special order in writing, in which case the Contractor shall keep a true and correct account of the net cost of labor and materials, rendering to the Architect, at required intervals, detailed statements and vouchers, and the Architect shall award an amount as cost and profit, subject to arbitration.

C. By Estimate and Acceptance in a lump sum.

D. In case an agreement as to price cannot be reached or in case the Owner should refuse to employ any of the above methods, the Architect may, with the authority of the Owner, by a special order in writing, direct the work to proceed and the Contractor shall forthwith proceed and leave the price to be settled by arbitration.

Article 23. Where the Contractor is thus specially ordered in writing by the Owner or Architect to do additional work not covered by unit prices, or by estimate and acceptance in a lump sum, the Contractor or his duly authorized agent shall, unless directed to the contrary by the Architect, prior to doing such work, notify the superintendent or, in his absence, the Architect, stating his intention to enter upon such work, and not later than the next day thereafter he shall deliver to the superintendent or Architect as directed a written memorandum, in duplicate, giving in detail the amount of materials and labor incorporated in the claim for the day, together with his proper compensation therefor. Failure on the part of the Contractor so to notify the superintendent or Architect or to deliver the memorandum relative to the day's work shall be construed as a waiver of any and all claims therefor. The duplicate copy of the above mentioned memorandum will be returned to the Contractor as soon thereafter as possible, with a duly certified approval, disap-

proval or correction, and all bills for extra work shall be rendered on the basis of these approved daily memoranda.

Article 24. Neither the Contractor nor any sub-contractor, materialman, nor any other person shall file or maintain a lien, commonly called a mechanic's lien, for materials delivered for use in, or work done in, the performance of this Contract, and the right to maintain such lien by any or all of the above named parties is hereby expressly waived, except in the event of the failure or refusal of the Owner to pay the amount called for by any certificate of the Architect, within ten days of the date of its tender to the Owner for payment. Then, and in such case only, shall any of the above named parties have the right to file and maintain a mechanic's lien.

Payments shall not become due unless at the time of each payment the Contractor, if so required, and in any event at the time of final payment, shall deliver to the Owner a satisfactory release of all liens against the premises on the part of all persons who have delivered materials for use in, or work done in, the performance of this Contract in respect of all such work or material covered by the payment in question. At the last payment, such releases shall include that of the Contractor himself. If at any time there shall be evidence of any lien or claim for which, if established, the Owner or the premises might be made liable, and which would be chargeable to the Contractor, the Owner shall have the right to retain out of any payment then due, or thereafter becoming due, an amount sufficient to indemnify himself for such lien or claim until the same shall have been effectually discharged or bonded. If, because of the Contractor's negligence or default, any such lien or claim shall remain unsatisfied after all payments are made, the Contractor shall refund to the Owner all moneys that the latter may be compelled to pay in discharging such lien or claim.

Article 25. The Contractor shall set aside to be expended as the Architect shall direct the amount of each cash allowance required by the Contract. The Contractor shall expend and pay such allowance at such times and in such amounts, and to and in favor of such persons and upon such work as the Architect may in writing direct, and the Contractor shall make sub-contracts with such

parties for furnishing such materials and labor, and he shall assume the same responsibility for their work as for other portions of his work. But no such sub-contractor shall be employed upon the work against whom the Contractor shall make objection which the Architect considers reasonable, or who will not enter into an agreement with the Contractor upon conditions consistent with those of this Contract.

Except where specifically provided to the contrary all cash allowances shall be for the actual net cost to the Contractor of labor and material only, exclusive of office or other expenses or profit. *i. e.*, The Contractor in making up his bid shall add such sum for expenses and profit on account of cash allowances as he deems proper, and no demand for expenses or profit other than those included in the contract sum shall be allowed by the Architect. Cash allowances shall be payable by the Contractor without discount or deduction or by the Owner directly, if he so elect. All bills for labor and materials under such allowances shall be submitted to the Architect for his approval. Proper credit or debit shall be made in the contract price, according to the difference between the total cost of such material and labor, and the total of cash allowances named in the Agreement or Specification, and any credit balance may be deducted from the contract price or applied by written order of the Architect in payment for additional work done by the Contractor on formal written order.

Article 26. Unless specifically provided otherwise in the Agreement the Owner and the Contractor shall each protect his own interest against loss or damage by fire, pending full performance by the Contractor of the work hereunder and full payment therefor by the Owner. For the purpose of maintaining fire insurance as far as concerns this Contract the Owner's interest at any time shall be held to amount to the sum of all payments which he shall have made to the Contractor on account of this Contract. For the same purpose, the Contractor's interest shall be held to consist of any and all insurable value under and pertaining to this Contract not above defined as "Owner's interest." Loss or damage by fire shall not affect the rights and obligations of either party under this Contract, except that in such event the Contractor shall be entitled to reasonable extension of time for the performance of this Contract, as provided un-

der Article 26, "Contractor's Claim for Extension of Time." The Contractor shall upon written notice from the Owner immediately proceed with the reinstallation of work damaged or destroyed, and the Owner shall make payments to the Contractor on account of reinstallation upon certificates of the Architect issued on the same principles as govern payments during its original construction as provided in the Agreement. Should the Owner and the Contractor fail to agree on the total amount thus to be paid, such amount shall be subject to arbitration.

Article 27. Should the Owner claim damages for delay in the completion of the work, the Architect, if, in his opinion, any damages be payable, shall make an award, and shall write the amount thereof across the face of the final certificate as "amount to be deducted from the face hereof for delay in completion of the work," but such amount shall be subject to arbitration. Thereupon the Architect's services in this matter shall terminate, except as provided under Article 38.

Article 28. Should the Contractor be delayed in the prosecution or completion of the work by the act, neglect or default of the Owner, or of anyone employed by the Owner, or by fire, or by general strikes or for any other reason deemed sufficient by the Architect, then the time fixed in the Agreement for the completion of the work shall be extended for a period equivalent to the time lost by reason of any and all the causes aforesaid. Such extension of time shall be determined and fixed by the Architect. (Subject to arbitration.) But no such allowance shall be made unless a claim therefor is presented in writing to the Architect within forty-eight hours of the occurrence of such delay.

Article 29. Should the Owner fail to provide all labor and materials, not included in this Contract, but essential to the conduct of this work, in such manner as not to delay its reasonable progress, or should the Contractor be damaged by any act or omission of the Owner, the right of the Contractor to compensation for the damage suffered, whether in the form of unusual or protracted services or otherwise, and the amount of such compensation shall be determined and awarded by the Architect (subject to arbitration); but no such

allowance shall be made unless a claim therefor is made in writing or by telegraph to the Architect within forty-eight hours of the occurrence of such damage.

Article 30. Should the Contractor or any person directly or indirectly employed by him cause damage to the material, apparatus or executed work of any other contractor employed by the Owner on the work, or cause damage by way of delay or otherwise to such other contractor, such other contractor shall in writing notify the Owner, through the Architect, of the fact within forty-eight hours of the occurrence of such damage and should the two contractors be unable to reach a settlement within ten days thereafter the Owner shall debit the Contractor in the amount that the Architect shall decide to be just and shall credit that amount to the other contractor. (Subject to arbitration.) Should the Contractor sustain damage to his apparatus or materials or executed work by reason of delay or otherwise at the hands of some other contractor he shall in similar manner notify the Owner, and should the two contractors be unable to reach a settlement within ten days thereafter the Owner shall credit the Contractor in the amount that the Architect shall decide to be just, and shall debit that amount to the other contractor. (Subject to arbitration.) The Contractor shall in final settlement accept, or permit the deduction of, the amount determined by the Architect or by arbitration. The terms of Article 38, entitled "Arbitration," shall in all ways control any arbitration held under this paragraph, save that each contractor shall name an arbitrator or that they may agree on a single arbitrator, the Owner in either case naming none.

Article 31. The Contractor shall save harmless and indemnify the Owner from every claim or demand which may be made by reason of—

1. Any injury to person or property sustained by the Contractor or by any person, firm or corporation employed directly or indirectly by him upon or in connection with his work, however caused, except as provided by Article 29.

2. Any injury to person or property sustained by any person, firm or corporation, caused by any act, neglect, default or omission of the Contractor or of any person, firm or

corporation directly or indirectly employed by him upon or in connection with his work, whether the said injury or damage occur upon or adjacent to the work.

And the Contractor at his own cost, expense and risk shall defend any and all actions, suits or other legal proceeding that may be brought or instituted against the Owner on any such claim or demand, and pay or satisfy any judgment that may be rendered against the Owner in any such action, suit or legal proceeding or result thereof.

Article 32. Should the Contractor by his own fault or negligence delay the completion of the work, thereby necessitating unusual or protracted services or expenses on the part of the Architect or the clerk of the works, the Owner shall be entitled to retain from the amount otherwise to become due to the Contractor, an amount sufficient to reimburse them for such protracted or unusual services or expenses. (Subject to arbitration.)

Article 33. Should the Contractor become insolvent, or at any time, except in case of a general strike, refuse or fail to supply a sufficiency of properly skilled workmen or of materials of the proper quality, or fail in the performance of any of his obligations under the Contract, such refusal or failure being certified by the Architect to both Owner and Contractor as sufficient ground for such action, the Owner shall be at liberty, without prejudice to any other right or remedy he may have, to provide, after giving the Contractor three days' written notice, any such labor or materials, and to deduct the cost thereof from any money then due or thereafter to become due to the Contractor under the Contract.

Article 34. If the Architect shall certify to both Owner and Contractor that such refusal or failure is sufficient ground for such action, the Owner shall also be at liberty, without prejudice to any other right or remedy he may have, after giving the Contractor three days' notice, to terminate the employment of the Contractor for said work, and for the purpose of completing the work, to enter upon the premises and take possession thereof, and of all materials, tools and appliances thereon, and to employ any other person or persons to finish the work, and to provide the materials therefor. In case of such discontinuance of

the employment of the Contractor, he shall not be entitled to receive any further payment until the said work shall be wholly finished, at which time, if the unpaid balance of the amount to be paid shall exceed the expenses incurred by the Owner in finishing the work, including proper compensation to the Architect for his additional services in connection therewith, such excess shall be paid by the Owner to the Contractor. But if such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner. The expense incurred by the Owner as herein provided, either for furnishing materials or for finishing the work, and any damage incurred through such default, shall be audited and certified by the Architect.

Article 35. Should the Owner fail to pay to the Contractor any sum named in a certificate of the Architect as due from the Owner to the Contractor within ten days of its presentation to the Owner in person or at his last known address, the Contractor may give him written notice of such failure, and should he within a further period of five days fail to pay the said sum, or if the work should be stopped under an order of any Court of Law for a period of three months through no action or fault of the Contractor or of any one directly or indirectly employed or instigated by him, then the Contractor shall be at liberty to terminate this Contract by notice in writing given to the Owner and the Architect and to recover from the Owner payment for all work executed, and for any loss he may have sustained upon any plant or material supplied or purchased for the purpose of this Contract and for reasonable profit and damages.

Should the Owner fail to pay the sum named in any certificate of the Architect within ten days of its presentation to him or at his last known address, the Contractor shall receive, in addition to the sum named in the certificate, interest thereon at the rate of five per cent. per annum until the date of payment of such certificate.

Article 36. The Contractor shall under no circumstances assign this Contract without the written permission of the Owner.

Article 37. The Owner reserves the right to let contracts other than this one in connection with this work.

Article 38. In any case in which an appeal to arbitration is permitted under this Contract, the Owner or Contractor may demand arbitration by filing with the Architect, within ten days of the receipt of the decision from which he appeals, a written notice of such demand, sending at the same time a copy thereof to the other party to the Contract. In case no such notice be filed within ten days, both parties shall lose the right of appeal and the decision of the Architect shall stand as final. In case such notice be filed three disinterested arbitrators shall be chosen, one by the Owner, one by the Contractor and the third by these two arbitrators, and the difference or dispute shall be submitted to them for arbitration. Should the party filing notice fail to choose an arbitrator within ten days of filing such notice, his right to arbitration shall lapse, and the decision of the Architect shall stand as final. Should the other party fail to choose an arbitrator within ten days of the filing of the notice, then the Architect shall appoint an arbitrator who, with the other arbitrator, shall choose a third. Should either party refuse or neglect to supply the arbitrators with any papers or information considered necessary by them and demanded in writing, the

arbitrators are empowered by both parties to take *ex parte* proceedings.

The arbitrators shall act with promptness. The decision of any two of them shall be binding on both parties hereto. The decision of the arbitrators upon any question subject to arbitration under the terms of this Contract shall be a condition precedent to any right of legal action by either Owner or Contractor.

The arbitrators, if they deem that the case demands it, are authorized to award to the party whose contention is sustained such sums as they shall deem proper for the time, expense and trouble incident to the appeal, and this sum may be named in cases where the claim is set aside in whole, or as an addition to or deduction from the amount of the principal award. The arbitrators shall assess the costs and charges of the arbitration upon either or both parties, in such proportion as the arbitrators shall deem just.

In lieu of the three arbitrators hereinbefore provided for, the parties may by mutual agreement name a single arbitrator, and in such case the provisions of this Article shall otherwise apply.

The Architect

Article 39. Save only in cases in which an appeal to arbitration is permitted by these General Conditions, the final decision of all questions arising under this Contract shall be made and given by the Architect, and both the Owner and the Contractor shall be bound thereby, and such decision shall be a condition precedent to any right of legal action by either Owner or Contractor.

Article 40. The parties to the Contract recognize the Architect as the interpreter of the Contract Documents, and in that capacity he is to define their true intent and meaning. He is not the agent of the Owner except in structural emergencies (Article 41) and except when in special instances he is authorized by the Owner so to act.

Article 41. The Architect has authority to stop the progress of the work whenever, in his opinion, such stoppage may be necessary to insure the proper execution of the Contract. In an emergency affecting the safety of life or of the structure or of adjoining property, he is hereby empowered to act as the Owner's agent, and, if he so elect, to make such changes or to order such work, extra to the Contract or otherwise, as may in his opinion be advisable.

Article 42. In case of the termination of the employment of the Architect or his successors, the Owner shall appoint a capable and reputable Architect, whose duties and authority under the Contract shall be those of the former Architect.

The Contractor

Article 43. The Contractor, if required, shall prepare, in consultation with the Architect, a schedule fixing dates for the beginning

of manufacture and installation of materials and for the completion of the various parts of the work.

First Standard Edition.

Article 44. The Contractor, unless otherwise expressly provided, shall furnish and install all material and shall furnish all labor, water, apparatus, light and power necessary for the complete, prompt and satisfactory execution of the work and for properly connecting and co-ordinating his work with that of other contractors.

Article 45. The Contractor shall confine the storage of materials and operations of his workmen to the limits indicated by law, ordinances, permits or by the Architect, and shall not unnecessarily encumber the premises with his materials.

Article 46. The Contractor shall submit in writing the names and references of all proposed sub-contractors to the Architect who shall have the right to reject such as he deems unsatisfactory, and the Contractor shall not sublet any portion of the work without the written permission of the Architect. Such permission shall not, however, relieve the Contractor from responsibility for the conduct and work of his sub-contractors.

Article 47. The Contractor in subletting any part of the work shall make contracts by which his sub-contractors shall be bound by the terms of these Contract Documents as far as applicable to the work sublet. He shall properly direct and control his sub-contractors being responsible for the correlation of his own work and that of his sub-contractors. Should the Contract Documents assign certain responsibilities to sub-contractors the Contractor is not thereby relieved of such or of any responsibilities for the entire work or any part thereof. The Contractor shall promptly transmit to his sub-contractors all Drawings and Specifications bearing on their work.

Article 48. The Contractor shall afford other contractors employed by the Owner every reasonable facility for the storage and introduction of their materials and for erection of their work.

Article 49. The Contractor shall keep a competent general foreman and any necessary assistants, satisfactory to the Architect, in charge during the progress of the work. The general foreman shall not be changed except

with the consent or at the instance of the Architect. The foreman shall represent the Contractor in his absence, and all directions as to the conduct of the work given to him shall be as binding as if given to the Contractor, provided that on request such directions be given in writing.

Article 50. The Contractor shall not do any work without proper drawings or instructions, and shall, at his own expense, replace any work wrongly executed, whether from lack of such drawings or instructions or otherwise.

Article 51. The Contractor, as a part of his services, shall give personal supervision to the work, and he shall carefully study and compare all Drawings, Specifications and other information given to him by the Architect, as to figures, materials and methods of construction, using therein the skill and experience for which he receives compensation under this Contract, and shall immediately report to the Architect for rectification any error, inconsistency or omission therein which he shall discover.

Article 52. The Contractor shall measure work already in place, to insure the proper execution of his subsequent work, or for the information of the Architect; and should any discrepancy between the executed work and the drawings be discovered, he shall report it at once to the Architect.

Article 53. The Contractor shall, at his own expense, obtain for the Owner all necessary permits and licenses, except permanent easements, give all necessary notices, pay all fees required by law, and comply with all laws, ordinances, rules and regulations relating to the work, and to the preservation of the public health and safety. If the Drawings and Specifications are at variance therewith, he shall so notify the Architect in writing, stating the effect of such compliance upon the contract price.

Article 54. The Contractor shall furnish, within a reasonable time, whenever required, and in the manner directed, reports showing the progress and status of the work at the building and in the shops.

Article 55. The Contractor shall, when required, produce satisfactory evidence to show the kind and quality of materials used, and furnish duplicate labeled samples of materials and workmanship, with sufficient information, for the Architect's approval, and the materials furnished shall have the same character, finish, color and texture as the approved samples, and the workmanship shall be equal to that of the samples.

Article 56. The Contractor shall pay all royalties and license fees, and shall save the Owner harmless from loss or annoyance on account of suits or claims of any kind for violation or infringement of any letters patent or patent rights by the Contractor or any one directly or indirectly employed by him or by reason of the use by him or them of any art, machine, manufacture or composition of matter on the works in violation or infringement of such letters or rights.

Article 57. The Contractor shall not allow waste material or rubbish caused by his employees to accumulate in or about the premises, but shall promptly remove the same and at the completion of the work he shall thoroughly remove all his rubbish from and about the building, and all tools, scaffolding and surplus materials, and shall leave his work thoroughly cleaned and ready for use. In case of dispute the Owner will remove the rubbish and charge the cost of work to the contractors *pro rata*.

Article 58. The Contractor shall promulgate and enforce rules to prevent, and it shall be his duty to prevent:

1. The lighting of open fires upon the premises, in or dangerously near the building.
2. Smoking within the building after the roof is on.
3. The erection on or about the premises of any sign, billboard or other advertisement by the Contractor or his sub-contractors, except by written permission of the Architect.
4. The loading of any part of the structure with a weight greater than it is calculated to bear.

Article 59. The Contractor shall cover and protect his materials and work from damage by the elements, or from any other cause, in

a manner satisfactory to the Architect and shall efficiently maintain such covering and protection.

Article 60. The Contractor shall, at his own expense, make good, to the Architect's satisfaction, any damage to his work from the action of the elements, or any other cause, except such damages as are contemplated in Article 19.

Article 61. The Contractor shall do all cutting, fitting or patching of his work that may be required to make its several parts come together properly and fit it to receive or be received by work of other contractors, shown upon, or reasonably implied by, the Drawings and Specifications for the completed structure, and he shall make good after them, as the Architect may direct. But the Contractor shall not endanger the stability of the structure or any part thereof by cutting or digging or otherwise, and shall not in any way cut or alter the work of any other contractor, save with the consent and under the direction of the Architect.

Article 62. The Contractor shall maintain such insurance as will adequately protect him and the Owner from claims for damages for personal injuries, arising directly or indirectly from operations under this Contract, and he shall be liable to the Owner for failure to maintain such insurance, and shall, if required by the Owner, submit the policies to him for approval.

Article 63. If any part of the Contractor's work is dependent for its proper execution or for its subsequent efficacy or appearance on the character or condition of associated or contiguous work not executed by him, the Contractor shall examine such associated or contiguous work and shall report to the Architect in writing any imperfection therein or any conditions that render it unsuitable for the reception of his work. In case the Contractor proceeds without making such written report, he shall be held to have accepted such other work and the existing conditions and shall be responsible for any defects in his own work consequent thereof, and shall not be relieved of the obligation of any guarantee because of any such imperfection or condition.

THE AMERICAN INSTITUTE OF ARCHITECTS ARCHIVES For information or study purposes only. Not to be recycled, quoted, or published without written permission from the AIA Archives, 1735 New York Ave. NW, Washington, DC 20006

The Standard form of Agreement of the American Institute of Architects

This form is to be used only with the Standard General Conditions of the Contract. In it Owner, Contractor and Architect are treated as of the singular number and masculine gender.

This Agreement made the day of

..... in the year Nineteen Hundred and

by and between

..... hereinafter called the Contractor and

..... hereinafter called the Owner

Witnesseth, that the Contractor and the Owner for the considerations hereinafter named agree as follows:

Article 1. The Contractor agrees to provide all the materials and to perform all the work shown on the Drawings and described in the Specifications entitled
(Here insert the caption descriptive of the work as used in the Proposal, Specifications, General Conditions and upon the Drawings.)

.....
.....
.....
.....

prepared by

.....

..... acting as, and in these Contract Documents entitled the Architect, and to do to the satisfaction of the Architect everything required by the Drawings, Specifications and General Conditions.

first Standard Edition. form A.

Article 2. The Contractor agrees to complete the work by and at the following time or times, to wit:

.....
.....
.....
.....
.....

and to pay or allow the Owner as liquidated damages, the sum of
..... (\$.....) for each day thereafter, Sundays and legal holidays not included, that the work remains uncompleted.

Article 3. The Owner agrees to pay the Contractor in current funds for the performance of the Contract

.....
..... (\$.....) subject to additions and deductions as provided in the General Conditions of the Contract.

Article 4. The Owner agrees to make payments on account of this Contract on the certificate of the Architect, as follows :

.....
.....
.....
.....
.....
.....
.....
.....

In no case, however, shall the Contractor be entitled to a payment which, in the judgment of the Architect, will leave the balance withheld insufficient to complete the work.

.....
.....
.....
.....
.....
.....
.....
.....
.....
.....
.....
.....
.....
.....
.....
.....
.....
.....
.....

The Contractor and the Owner for themselves, their successors, executors, administrators and assigns, hereby agree that they will in all ways be bound by the Documents forming the Contract, and that they will abide by and will promptly and fully carry out all decisions given thereunder, and that they will fully perform all of the covenants and agreements therein contained, in witness whereof they have hereunto set their hands and seals, the day and year first above written.

In Presence of

..... } (Seal)
..... }
..... } (Seal)
..... }

This Agreement is not intended to diminish the use of the Uniform Contract, the publication of which is continued by the American Institute of Architects and the National Association of Builders. This Agreement is issued in two styles, identical in wording: One, Style A, is intended for carbon duplication, the other, Style B, is intended for reproduction by blue-printing. This is Style A. This form copyrighted 1911 by the American Institute of Architects, The Octagon, Washington, D. C. Sole Licensee for Publication, E. G. Soltmann, Drawing Materials, 134-140 W. 29th St., New York.

The Standard form of Bond of the American Institute of Architects

Know all Men by these Presents: That we (Here insert the name and address of the Contractor.)

.....
..... hereinafter called the Principal, and

.....
..... and

.....
..... and

.....
hereinafter called the Surety or Sureties are held and firmly bound unto

.....
hereinafter called the Owner, in the sum of

.....
..... (\$.....)

for the payment whereof the Principal and the Surety or Sureties bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly, by these presents.

Whereas, the Principal has, by means of a written Agreement, dated.....
..... entered into a contract with the Owner for

.....
.....

.....
a copy of which Agreement is hereto annexed;

first Standard Edition.

Now, Therefore, the Condition of this Obligation is such that if the Principal shall faithfully perform the Contract on his part, and satisfy all claims and demands incurred for the same, and fully indemnify and save harmless the Owner from all cost and damage which he may suffer by reason of failure so to do, and shall fully reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any such default, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Provided, however, that no suit, action or proceeding by reason of any default shall be brought on this Bond after months from the day on which the final payment under the Contract is made; and that service of writ or process commencing any such suit, action or proceeding shall not be made after such date.

And Provided, that any alterations which may be made in the terms of the Contract, or in the work to be done under it, or the giving by the Owner of any extension of time for the performance of the Contract, or any other forbearance on the part of either the Owner or the Principal to the other shall not in any way release the Principal and the Surety or Sureties, or either or any of them, their heirs, executors, administrators, successors or assigns from their liability hereunder, notice to the Surety or Sureties of any such alteration, extension or forbearance being hereby waived.

Signed and Sealed this day of 19.....

In Presence of

.....	Seal
.....	Seal
.....	Seal
.....	Seal