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THE STANDARD DOCUMENTS OF THE AMERICAN INSTITUTE *of* ARCHITECTS



THE AMERICAN INSTITUTE OF ARCHITECTS ISSUES THE FOLLOWING STANDARD DOCUMENTS: A. FORM OF AGREEMENT AND GENERAL CONDITIONS OF THE CONTRACT, B. BOND OF SURETYSHIP, C. FORM OF SUBCONTRACT, D. LETTER OF ACCEPTANCE OF SUBCONTRACTOR'S PROPOSAL. THE DOCUMENTS ARE PUBLISHED AND FOR SALE BY THE INSTITUTE AT ITS HEADQUARTERS, THE OCTAGON, WASHINGTON, D. C.

The Standard Documents have received the approval of the National Association of Builders' Exchanges, the National Association of Master Plumbers and the National Association of Master Steam and Hot Water Fitters

Handwritten notes:
~~Third - see third edition - 1915~~
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THE AMERICAN INSTITUTE OF ARCHITECTS
THE OCTAGON, WASHINGTON, D. C.

NOTES ON THE STANDARD DOCUMENTS

The Construction of the Documents.

An Agreement, Drawings and Specifications are the necessary parts of a building contract. Many conditions of a general character may be placed at will in the Agreement or in the Specifications. It is, however, wise to assemble them in a single document and, since they have as much bearing on the Drawings as on the Specifications, and even more on the business relations of the contracting parties, they are properly called the "General Conditions of the Contract." As the Agreement, General Conditions, Drawings and Specifications are the constituent elements of the contract and are acknowledged as such in the Agreement, they are correctly termed the Contract Documents. Statements made in any one of them are just as binding as if made in the Agreement.

The Institute's forms, although 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 good practice and as such they may be drawn upon by architects in improving their own forms. Although the forms are suited for use in connection with a single or general contract, they are equally applicable to an operation conducted under separate contracts.

Notes on the Agreement.

PAYMENTS.—When the system of monthly payments is adopted, the following form may be used in filling the final blank in Article 3 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 incorporated
in the work up to the first day of that month as estimated by the
Architect, less the aggregate of previous payments. On the
substantial completion of the entire work, a sum sufficient to
increase the total payments to..... per cent
of the contract price, and..... days
thereafter, provided the work be fully completed and the con-
tract fully performed, the balance due under the Contract."

Notes on the General Conditions of the Contract.

In some cases the Articles as printed do not include all necessary General Conditions of the Contract. The Architect will then add such others as he deems wise.

Many architects include in their General Conditions one or more of the subjects named below. Most of these are better placed in the specifications for the various trades; and others, though suited for inclusion in the General Conditions, are not always needed. Among these subjects are:

Watchmen, Heating during construction, Protection and care of trees and shrubs, Protective coverings in general, Vault permits, Sidewalks, Fences, Ladders, Temporary stairways, 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, Insurance against lightning, wind storms, hail and earthquake, Contractor to keep the work in repair, Owner to furnish survey, Contractors to lay out the work, giving lines and levels, Bracing building during construction, Stoppage of work in freezing weather, Charges for extra copies of drawings, etc.

ARTICLE 2, Correlation of Documents.—This article

describes the Contract Documents as complementary. Architects who wish to ascribe to them an order of precedence should add such a note to the General Conditions.

ARTICLE 10, The Architect's Decisions.—Articles 10 and 45 provide for general arbitration of all questions, but Article 10 permits the exception of decisions of the Architect from this rule in three ways: (a) By provisions already in the General Conditions, Articles 18 and 24; (b) By additions to the General Conditions; (c) By special exceptions in the Specifications. The object of this provision is to enable each Architect to make such exceptions as he sees fit to the general rule of arbitration so provided. It is suggested that the best method of doing this, if any change is desired, is by an addition to the General Conditions in the form of a special article.

ARTICLE 21, Fire Insurance.—There is not at present any standard method of carrying insurance on buildings in course of construction. Great confusion, delay and difficulty of settlement generally arise when the Owner and several contractors and subcontractors insure independently or "as their interests may appear." Insurance men agree that the method covered in the first paragraph of Article 21 is excellent and that experience shows that under it settlement after a fire can be more quickly and readily affected than by any other method.

The Owner's duty under this Article is very simple if he will pay the entire premium in advance under an arrangement with the Insurer which provides a reasonable rebate on account of the gradual growth of value. It is expected that Underwriters will shortly issue a standard form of such a policy.

ARTICLE 29, 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 29 is of general applicability. In certain States, where the laws permit a waiver of lien, special provision must be made in the documents if the Owner is to secure such protection.

ARTICLE 43, Subcontracts.—Architects who wish to assist in stamping out the abuse of playing off one Subcontractor against another should insist upon receiving, with each proposal, a list of intended Subcontractors, as explained in the second paragraph of Article 43, and as illustrated in the last note on this cover.

ARTICLE 44, Relations of Contractor and Subcontractor.—This article is intended to promote standard and equitable relations between a contractor and his subcontractors, and to insure a uniformity of conditions similar to those binding the Owner to the Contractor.

ARTICLE 45, Form of Arbitration.—As the laws relative to arbitration differ greatly in the several States, the Architect should carefully verify Article 45 as to its legality and effectiveness in the State in which the work is to be done.

Notes on the Bond of Suretyship.

The bond of Suretyship is drawn for use with either corporate or individual sureties. If a bond is to be given, this form, without additions or omissions, should be insisted upon to insure a full measure of protection. Proper certification that those signing the bond have authority so to sign should accompany the bond.

Authority to Execute a Contract or Bond.

When the Contractor, the Owner or the Surety is a corporation, it is important that any Agreement or Bond executed by such corporation should be accompanied by a certificate, such as the following, showing that power so to sign is duly vested in those signing:

"At a meeting of the Board of Directors of the
duly notified and held in

on, 19, a quorum being present it was
VOTED: That

be and he is hereby authorized and directed in the name and
behalf of this Corporation, and under its corporate seal, to
execute and deliver a contract with

for a at
for the sum of \$.....;

said contract to be in such form and subject to such conditions
as said shall see fit.

And said is hereby further
authorized and directed in the name and behalf of this Corporation
and under its corporate seal, to execute and deliver
to said Owner any bond or bonds he may see fit for the performance
of said contract by this Corporation.

A True Copy.

Attest: Secretary.

The same form, with omission of last sentence, applies to
the Owner.

The Development of the Standard Documents.

In the year 1887 the American Institute of Architects,
the Western Association of Architects and the National
Association of Builders, thinking it desirable to establish
better practice in the matter of building contracts, undertook
the preparation of a form of contract satisfactory to
all. Under the name of "The Uniform Contract" this form
attained wide acceptance and has been long in use.

About the year 1907, feeling that practice had advanced
to a point no longer fully reflected by the Uniform Contract,
the Institute undertook a general study of the subject with
a view to developing a form of contract clear in thought,
equitable, applicable to work of almost all classes, binding
in law and a standard of good practice.

The work was entrusted to the Standing Committee on
Contracts and Specifications, who spent four years on it,
studying the Uniform Contract and forms in use by some
thirty well-known architects, submitted various drafts for
criticism to the Chapters of the Institute and to engineers,
contractors and architects throughout the country.

The documents were prepared under the advice of
Francis Fisher Kane, Esq., Counsel for the Institute, and
Ernest Eidlitz, Esq., and with the able and careful criticism
of Prof. Samuel Williston of the Harvard Law School,
and with the assistance of James W. Pryor, Esq., in their
editing. The Institute gave its approval to the work in
1911.

The Standing Committee on Contracts and Specifications,
during the preparation of the first edition of the
Standard Forms, consisted of Grosvenor Atterbury, Chairman;
Allen B. Pond, Secretary; Frank Miles Day, William
A. Boring, Frank C. Baldwin, Frank W. Ferguson, Alfred
Stone and G. L. Heins.

Criticisms of the first edition of the Documents were
invited by the Institute and during the year 1913 a group
of architects and builders in Boston, known as the Joint
Committee of the Boston Society of Architects, and of the
Master Builders' Association, gave much sincere study to
the subject. At the same time the National Association
of Builders' Exchanges offered a detailed criticism of the
documents.

In 1914 the Institute instructed its Standing Committee
on Contracts and Specifications to undertake a general
revision with a view to making the Conditions simpler in
wording and more equitable. The Committee was empowered
to hold conferences with organizations so desiring.
Subcommittees for the territory of the several Chapters
of the Institute were appointed and collaborated with
the Standing Committee.

The Boston group presented its ideas in the form of an
entirely new draft which proved of high value and its
Chairman, Mr. W. Stanley Parker, was present with the
Standing Committee at nearly all its meetings. The Committee
had a joint meeting with representatives of the
National Association of Builders' Exchanges and thereafter
the Counsel of the Association, Wm. B. King, Esq., and the
Counsel of the Institute, Louis Barcroft Runk, Esq.,
collaborated most effectively with the Committee.

The General Conditions were entirely rewritten and in
response to the strong desire of contractors and subcontractors,
the principle of general arbitration, subject to
limitations in the documents, was adopted, and provisions
relative to the relations of the Contractor and his subcontractors
were included in the documents.

After much study, conference and criticism, a draft of
the second edition was issued by authority of the Institute,
April 1, 1915.

During the revision of the documents, the Standing
Committee on Contracts and Specifications consisted of
Frank Miles Day, Chairman; Allen B. Pond, Sullivan W.
Jones, Clarence A. Martin, Norman M. Isham, Octavius
Morgan, Thomas Nolan, A. O. Elzner, M. B. Medary, Jr.,
Jos. Evans Sperry, Frank W. Ferguson, and Sam. Stone.

Notes on the Invitation to Bid, Instructions to Bidders and Form of Proposal.

The Institute formerly issued the above named forms
which contain much of value. Experience, however,
showed that they had generally to be adapted to specific
cases. They are, therefore, reproduced here so that Architects
may draw from them whatever they deem useful.

Form of Invitation to Submit a Proposal.

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 not later than

To be entitled to consideration the proposal must be
made upon the form provided by the Architect, 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,
.....

Form of Instructions to Bidders.

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

Proposals shall be made upon the form provided therefor,
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.

Proposals shall not contain any recapitulation of the
work to be done. No oral, telegraphic or telephonic proposals
or modifications will be considered.

Proposals shall be addressed to the Owner, in care of
the Architect, and 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.

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 included in the Contract.

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

Provision will be made in the Agreement for payments on account in the following words: (Insert the provision).

Any Bulletins issued during the time of bidding are to be covered in the proposal and in closing a contract they will become a part thereof.

Form of Proposal.

(The Proposal should be dated and addressed to the Owner in care of the Architect.)

DEAR SIR: Having carefully examined the Instructions to Bidders, the General Conditions of the Contract and 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 Undersigned 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 Standard Agreement of the American Institute of Architects (second edition), provided that he be notified of the acceptance of this proposal within..... days of the time set for the submission of bids.

Very truly yours,

SUGGESTIONS TO ARCHITECTS USING THE ABOVE FORM OF PROPOSAL.

The above form 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 complete it within..... days, Sundays and whole holidays not included.

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 the sum of..... dollars (\$.....) for each day thereafter, Sundays and

whole holidays not included, that the work remains uncompleted, which sum is agreed upon as the proper measure of liquidated damages which the Owner will sustain per diem by the failure of the undersigned to complete the work at the time stipulated, and this sum is not to be construed as in any sense a penalty.

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 form issued by the American Institute of Architects (second edition) and in the sum of....., extending from the time of signature for..... months from the day on which the final payment under the contract falls due, 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 is 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 the 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 bond, and that if the Undersigned defaults in executing that Agreement within..... days of written notification of the award of the contract to him or in furnishing the Bond within..... days thereafter, 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 and Bond, the check shall be returned to him on receipt therefor.

If alternative proposals are 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 (or to) the proposed sum.

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..... per yard.

If the names of subcontractors 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, subcontractors 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.

NOTE.—This Form of Agreement is approved by the American Institute of Architects when used with the General Conditions of the Contract issued by the Institute.

THE STANDARD FORM OF AGREEMENT BETWEEN CONTRACTOR AND OWNER

ISSUED BY THE AMERICAN INSTITUTE OF ARCHITECTS

This form has been approved by the National Association of Builders' Exchanges, The National Association of Master Plumbers, and the National Association of Master Steam and Hot Water Fitters.

SECOND EDITION, COPYRIGHT 1915 BY THE AMERICAN INSTITUTE OF ARCHITECTS, THE OCTAGON, WASHINGTON, D. C.
THIS FORM IS TO BE USED ONLY WITH THE STANDARD GENERAL CONDITIONS OF THE CONTRACT.

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, General Conditions, Specifications, and upon the Drawings.)

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

prepared by.....

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

Article 2. The Contractor agrees that the work under this Contract shall be substantially completed.....
(Here insert the date or dates of completion, and stipulations as to liquidated damages, if any.)

.....
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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 and to make payments on account thereof as provided therein, as follows:
(Here insert provisions as to the method and times of payments.)

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Article 4. The Contractor and the Owner agree that the General Conditions of the Contract, the Specifications and the Drawings, together with this Agreement, form the Contract, and that they are as fully a part of the Contract as if hereto attached or herein repeated; and that the following is an exact enumeration of the Specifications and Drawings:

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The Contractor and the Owner for themselves, their successors, executors, administrators and assigns, hereby agree to the full performance of the covenants herein contained.

IN WITNESS WHEREOF they have hereunto set their hands and seals, the day and year first above written.

In Presence of

..... } as to (SEAL)

..... } as to (SEAL)

.....

TITLE PAGE

TITLE AND LOCATION OF THE WORK:

NAME AND ADDRESS OF THE OWNER:

NAME AND ADDRESS OF THE ARCHITECT:

TITLES OF DOCUMENTS BOUND HEREWITH
AND ENUMERATION OF DRAWINGS:

THE GENERAL CONDITIONS OF THE CONTRACT

Standard Form of the American Institute of Architects

This form has been approved by the National Association of Builders' Exchanges, The National Association of Master Plumbers, and the National Association of Master Steam and Hot Water Fitters.

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THE OCTAGON WASHINGTON, D. C.

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Article 1. Principles and Definitions.—

- (a) The Contract Documents consist of the Agreement, the General Conditions of the Contract, the Drawings and Specifications. These form the Contract.
- (b) The Owner, the Contractor and the Architect are those named as such in the Agreement. They are treated throughout the Contract Documents as if each were of the singular number and masculine gender.
- (c) The Contractor shall, as in Article 43, be responsible to the Owner for the acts and omissions of his subcontractors and of all persons directly or indirectly employed by him or them in connection with the work.
- (d) The term Subcontractor includes only those having a direct contract with the Contractor and it includes one who furnishes material even though he does no work.
- (e) The term "person" or "anyone" as employed herein shall be taken to include a firm or corporation.
- (f) Written 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 or mailed to the last business address known to him who gives the notice.
- (g) The term "work" of the Contractor or Subcontractor includes labor or materials or both.
- (h) When the words "approved," "satisfactory," "equal to," "proper," "as directed," etc., are used, approval, etc., by the Architect is understood.
- (j) All time limits stated in the Contract Documents are of the essence of the contract.
- (k) The law of the place of building shall govern the construction of this contract.

Art. 2. Execution, Correlation and Intent of Documents.—The Contract Documents shall be signed in duplicate by the Owner and Contractor. In case of failure to sign the General Conditions, Drawings or Specifications the Architect shall identify them. Even though the signatures of the Owner and the Contractor may have been attested by witnesses they may be proved by any competent evidence.

The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of the documents is to include all labor and materials reasonably necessary for the proper execution of the work. It is not intended, however, that materials or work not covered by or properly inferable from any heading, branch, class or trade of the specifications shall be supplied unless distinctly so noted on the drawings. Materials or work described in words which so applied have a well known technical or trade meaning shall be held to refer to such recognized standards.

Art. 3. Detail Drawings and Instructions.—The Architect shall furnish, with reasonable promptness, additional instructions, by means of drawings or otherwise, necessary for the proper execution of the work. All such drawings and instructions shall be consistent with the Contract Documents, true developments thereof, and reasonably inferable therefrom. The work shall be executed in conformity therewith and the Contractor shall do no work without proper drawings and instructions.

The Contractor and the Architect, if either so requests, shall jointly prepare a schedule, subject to change from time to time in accordance with the progress of the work, fixing the latest dates at which the various detail drawings will be required, and the Architect shall furnish them in accordance with that schedule. Under like conditions, a schedule shall be prepared, fixing dates for the submission of shop drawings, for the beginning of manufacture and installation of materials and for the completion of the various parts of the work.

Art. 4. Copies Furnished.—Unless otherwise provided in the Contract Documents the Architect will furnish to the Contractor, free of charge, all copies of drawings and specifications reasonably necessary for the execution of the work.

Art. 5. Shop Drawings.—The Contractor shall submit two copies of all shop or setting drawings and schedules required for the work of the various trades and the Architect shall pass upon them with reasonable promptness. The Contractor shall make any corrections required by the Architect, file with him two corrected copies and furnish such copies as may be needed. The Architect's approval of such drawings or schedules shall not relieve the Contractor from responsibility for deviations from drawings or specifications, unless he has in writing called the Architect's attention to such deviations at the time of submission, nor shall it relieve him from responsibility for errors of any sort in shop drawings or schedules.

Art 6. Drawings and Specifications on the Work.—The Contractor shall keep one copy of all drawings and specifications on the work, in good order, available to the Architect and to his representatives.

Art. 7. Ownership of Drawings and Models.—All drawings, specifications and copies thereof furnished by the Architect are his property. They are not to be used on other work and, with the exception of the signed contract set, are to be returned to him on request, at the completion of the work. All models are the property of the Owner.

Art. 8. Samples.—The Contractor shall furnish for approval all samples as directed. The work shall be in strict accordance with approved samples.

Art. 9. The Architect's Status.—The Architect shall have general supervision and direction of the work. He is not the agent of the Owner, except as provided in the Contract Documents and when in special instances he is authorized by the Owner so to act, and in such instances he shall, upon request, show the Contractor written authority. He has authority to stop the work whenever such stoppage may be necessary to insure the proper execution of the Contract.

In case of the termination of the employment of the Architect, the Owner shall appoint a capable and reputable Architect, whose status under the contract shall be that of the former Architect.

Art. 10. The Architect's Decisions.—The Architect shall, within a reasonable time, make decisions on all claims of the Owner or Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the Contract Documents.

Except as may be otherwise expressly provided in or appended to these General Conditions or as particularly set forth in the specifications, all the Architect's decisions are subject to arbitration.

Art. 11. Foreman, Supervision.—The Contractor shall keep on the work a competent general foreman and any necessary assistants, all satisfactory to the Architect. The general foreman shall not be changed except with the consent of the Architect. The foreman shall represent the Contractor in his absence and all directions given to him shall be as binding as if given to the Contractor. On written request such directions shall be confirmed in writing to the Contractor.

The Contractor shall give efficient supervision to the work, using his best skill and attention. He shall carefully study and compare all drawings, specifications and other instructions and shall at once report to the Architect any error, inconsistency or omission which he may discover.

Art. 12. Materials, Labor, Appliances.—Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light and power necessary for the execution of the work.

Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

The Contractor shall not employ on the work any unfit person or anyone not skilled in the work assigned to him.

Art. 13. Inspection of Work.—The Owner, the Architect and their representatives shall at all times have access to the work wherever it is in preparation or progress and the Contractor shall provide proper facilities for such access and for inspection.

If the specifications, the Architect's instructions, laws, ordinances or any public authority require any work to be specially tested or approved, the Contractor shall give the Architect timely notice of its readiness for inspection and the Architect shall promptly inspect it. If any such work should be covered up without approval or consent, it must, if required by the Architect, be uncovered for examination at the Contractor's expense.

Re-examination of questioned work may be ordered by the Architect and, if found not in accordance with the Contract, all expense of re-examination and replacement shall be borne by the Contractor, otherwise it shall be allowed as extra work.

Art. 14. Correction of Work Before Final Payment.—The Contractor shall promptly 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 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 work and materials within a reasonable time, fixed by written notice, the Owner may remove them and may store the material at the expense of the Contractor. If the Contractor does not pay the expense of such removal within five days thereafter, the Owner may, upon ten days' written notice, sell such materials at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs and expenses that should have been borne by the Contractor.

Art. 15. Deductions for Uncorrected Work.—If the Architect deems it inexpedient to correct work injured or not done in accordance with the Contract, the difference in value together with a fair allowance for damage shall be deducted, if acceptable to the Owner.

Art. 16. Correction of Work After Final Payment.—Neither the final certificate nor payment nor any provision in the Contract Documents shall relieve the Contractor of responsibility for negligence or faulty materials or workmanship within the extent and period provided by law and upon written notice he shall remedy any defects due thereto and pay for any damage to other work resulting therefrom. All questions arising under this Article shall be decided under Articles 10 and 45.

Art. 17. Protection of Work and Property.—The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect the Owner's and adjacent property from injury arising in connection with this Contract. He shall make good any such damage or injury, except such as may be directly due to errors in the contract documents.

Art. 18. Emergencies.—In an emergency affecting the safety of life or of the structure or of adjoining property, not considered by the Contractor as within the provisions of Article 17, then the Contractor, without special instruction or authorization from the Architect or Owner, is hereby permitted to act, at his discretion, to prevent such threatened loss or injury and he shall so act, without appeal, if so instructed or authorized. Any compensation claimed to be due to him therefor shall be determined under Articles 10 and 45 regardless of the limitations in Article 25 and in the second paragraph of Article 24.

Art. 19. Damage to Persons.—In addition to the liability imposed by law upon the Contractor on account of bodily injury or death suffered through the Contractor's negligence, which liability is not impaired or otherwise affected hereby, the Contractor hereby assumes, in cases not embraced within such legal liability, the obligation to save the owner harmless and indemnify him from every expense, liability or payment (voluntary payments excepted), by reason of any injury to any person or persons, including death, suffered through any act or omission of the Contractor or any Subcontractor, or anyone directly or indirectly employed by either of them, in the prosecution of any work included in this contract.

Art. 20. Liability Insurance.—The Contractor shall maintain such insurance as will protect him from claims under workmen's compensation acts and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. Certificates of such insurance shall be filed with the Owner, if he so require, and shall be subject to his approval for adequacy of protection. The Owner shall be responsible for his own contingent liability.

Art. 21. Fire Insurance.—The Owner shall effect and maintain fire insurance upon the entire structure on which the work of this contract is to be done and upon all materials, tools and appliances in or adjacent thereto and intended for use thereon, to at least eighty per cent of the insurable value thereof. The loss, if any, is to be made adjustable with and payable to the Owner as Trustee for whom it may concern.

All policies shall be open to inspection by the Contractor. If the Owner fails to show them on request or if he fails to effect or maintain insurance as above, the Contractor may insure his own interest and charge the cost thereof to the Owner. If the Contractor is damaged by failure of the Owner to maintain such insurance, he may recover under Art. 39.

If required in writing by any party in interest, the Owner as Trustee shall, upon the occurrence of loss, give bond for the proper performance of his duties. He shall deposit any money received from insurance in an account separate from all his other funds and he shall distribute it in accordance with such agreement as the parties in interest may reach, or under an award of arbitrators appointed, one by the Owner, another by joint action of the other parties in interest, all other procedure being in accordance with Art. 45. If after loss no special agreement is made, replacement of injured work shall be ordered under Art. 24.

The Trustee shall have power to adjust and settle any loss with the insurers unless one of the contractors interested shall object in writing within three working days of the occurrence of loss and thereupon arbitrators shall be chosen as above. The Trustee shall in that case make settlement with the insurers in accordance with the directions of such arbitrators, who shall also, if distribution by arbitration is required, direct such distribution.

Art. 22. Guaranty Bonds.—The Owner shall have the right to require the Contractor to give bond covering the faithful performance of the contract and the payment of all obligations arising thereunder, in such form as the Owner may prescribe and with such sureties as he may approve. If such bond is required by instructions given previous to the receipt of bids, the premium shall be paid by the Contractor; if subsequent thereto, it shall be paid by the Owner.

Art. 23. Cash Allowances.—The Contractor shall include in the contract price all allowances named in the Contract Documents and shall cause the work so covered to be done by such contractors and for such sums as the Architect may direct, the contract sum being adjusted in conformity therewith. The Contractor, in making up his bid, shall add such sums 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. The Contractor shall not be required to employ for any such work a Subcontractor against whom he has a reasonable objection.

Art. 24. Changes in the Work.—The Owner, without invalidating the contract, may make changes by altering, adding to or deducting from the work, the contract sum being adjusted accordingly. All such work shall be executed under the conditions of the original contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change.

Except as provided in Articles 9 and 18, no change shall be made unless in pursuance of a written order from the Owner signed or countersigned by the Architect and no claim for an addition to the contract sum shall be valid unless so ordered.

The value of any such change shall be determined in one or more of the following ways:

- (a) By Estimate and Acceptance in a lump sum.
- (b) By Unit Prices named in the contract or subsequently agreed upon.
- (c) By Cost and Percentage or by Cost and a fixed fee.
- (d) If none of the above methods is agreed upon, the Contractor, provided he receive an order in writing signed by the Owner and countersigned by the Architect, shall proceed with the work, no appeal to arbitration being allowed from such order to proceed.

In cases (c) and (d), the Contractor shall keep and present in such form as the Architect may direct, a correct account of the net cost of labor and materials, together with vouchers. In any case, the Architect shall certify to the amount, including a reasonable profit, due to the Contractor. Pending final determination of value, payments on account of changes shall be made on the Architect's certificate.

Art. 25. Claims for Extras.—If the Contractor claims that any instructions, by drawings or otherwise, involve extra cost under this contract, he shall give the Architect written notice thereof before proceeding to execute the work and, in any event, within two weeks of receiving such instructions, and the procedure shall then be as provided in the last paragraph of Art. 24. No such claim shall be valid unless so made.

Art. 26. Applications for Payments.—The Contractor shall submit to the Architect an application for each payment and, if required, receipts or other vouchers from Subcontractors showing his payments to them for materials and labor as required by Article 44.

If payments are made on valuation of work done, such application shall be submitted at least ten days before each payment falls due. If required, the Contractor shall before the first application submit to the Architect a schedule of values of the various parts of the work, aggregating the total sum of the contract, divided so as to facilitate payments to subcontractors in accordance with Article 44 (e) made out in such form as the Architect may direct and, if required, supported by evidence as to its correctness. This schedule, when approved by the Architect, shall be used as a basis for certificates of payment, unless it be found to be in error. In applying for payments, the Contractor shall submit a statement based upon this schedule and, if required, itemized in such form as the Architect may direct, showing his right to the payment claimed.

Art. 27. Certificates and Payments.—If the Contractor has made application as above, the Architect shall, not later than the date when each payment falls due, issue to the Contractor a certificate for such amount as he decides to be properly due.

No certificate issued nor payment made to the Contractor, nor partial or entire use or occupancy of the work by the Owner shall be an acceptance of any work or materials not in accordance with this contract. The making and acceptance of the final payment shall constitute a waiver of all claims by the Owner, otherwise than under Articles 16 and 29 of these conditions or under requirement of the specifications, and of all claims by the Contractor, except those previously made and still unsettled.

Should the Owner fail to pay the sum named in any certificate of the Architect or in any award by arbitration, upon demand when due, the Contractor shall receive, in addition to the sum named in the certificate, interest thereon at the legal rate in force at the place of building.

Art. 28. Payments Withheld.—The Architect may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any certificate for payment to protect the Owner from loss on account of:

- (a) Defective work not remedied.
- (b) Claims filed or reasonable evidence indicating probable filing of claims.

- (c) Failure of the Contractor to make payments properly to subcontractors or for material or labor.
- (d) A reasonable doubt that the contract can be completed for the balance then unpaid.

When all the above grounds are removed certificates shall at once be issued for amounts withheld because of them.

Art. 29. Liens.—Neither the final payment nor any part of the retained percentage shall become due until the Contractor, if required, shall deliver to the Owner a complete release of all liens arising out of this contract, or receipts in full in lieu thereof and, if required in either case, an affidavit that the releases and receipts include all the labor and material for which a lien might be filed; but the Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Owner, to indemnify him against any claim by lien or otherwise. If any lien or claim 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, including all costs and a reasonable attorney's fee.

Art. 30. Permits and Regulations.—The Contractor shall obtain and pay for all permits and licenses, but not permanent easements, and shall give all notices, pay all fees, and comply with all laws, ordinances, rules and regulations bearing on the work. If the drawings and specifications are at variance therewith, the Contractor shall notify the Architect in writing before the work is performed and the value of any necessary changes shall be adjusted under Art. 24. If any of the Contractor's work shall be done contrary to such laws, ordinances, rules, and regulations, without such notice, he shall bear all costs arising therefrom.

Art. 31. Royalties and Patents.—The Contractor shall pay all royalties and license fees and shall defend all suits or claims whatsoever for infringement of any patent rights and shall save the Owner harmless from loss on account thereof.

Art. 32. Use of Premises.—The Contractor shall confine his apparatus, the storage of materials and the operations of his workmen to limits indicated by law, ordinances, permits or directions of the Architect and shall not encumber the premises with his materials.

The Contractor shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety.

The Contractor shall enforce the Architect's instructions regarding signs, advertisements, fires and smoking.

Art. 33. Cleaning Up.—The Contractor shall at all times keep the premises free from accumulations of waste material or rubbish caused by his employees or work and at the completion of the work he shall remove all his rubbish from and about the building and all his tools, scaffolding and surplus materials and shall leave his work clean and ready for use. In case of dispute the Owner may remove the rubbish and charge the cost to the several contractors as the Architect shall determine to be just.

Art. 34. Cutting, Patching and Digging.—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.

Any cost caused by defective or ill-timed work shall be borne by the party responsible therefor.

The Contractor shall not endanger any work by cutting, digging or otherwise and shall not cut or alter the work of any other contractor, save with the consent of the Architect.

Art. 35. Delays.—If the Contractor is delayed in the completion of the work by any act or neglect of the Owner or the Architect, or of any employee of either, or by any other contractor employed by the Owner, or by changes ordered in the work, or by strikes, lockouts, fire, unavoidable casualties or any causes beyond the Contractor's control, or by delay authorized by the Architect pending arbitration, or by any cause which the Architect shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the Architect may decide.

No such extension shall be made for delay occurring more than seven days before claim therefor is made in writing to the Architect. In the case of a continuing cause of delay, only one claim is necessary.

If no schedule is made under Art. 3, no claim for delay shall be allowed on account of failure to furnish drawings until two weeks after demand for such drawings and not then unless such claim be reasonable.

Art. 36. Owner's Right to Do Work.—If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this contract, the Owner, after three days' written notice to the Contractor, may, without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor; provided, however, that the Architect shall approve both such action and the amount charged to the Contractor.

Art. 37. Owner's Right to Terminate Contract.—If the Contractor should be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should, except in cases recited in Article 35, persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, ordinances or the instructions of the Architect, or otherwise be guilty of a substantial violation of any provision of the contract, then the Owner, upon the certificate of the Architect that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the Contractor seven days' written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tools and appliances thereon and finish the work by whatever method he may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work, including compensation to the Architect for his additional services, such excess shall be paid to the Contractor. 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, and the damage incurred through the Contractor's default, shall be certified by the Architect.

Art. 38. Contractor's Right to Stop Work or Terminate Contract.—If the work should be stopped under an order of any court, for a period of three months, through no act or fault of the Contractor or of any one employed by him, or if the Owner should fail to pay to the Contractor, within seven days of its maturity and presentation, any sum certified by the Architect or awarded by arbitrators, then the Contractor may, upon three days' written notice to the Owner and the Architect, stop work or terminate this contract and recover from the Owner payment for all work executed and any loss sustained upon any plant or material and reasonable profit and damages.

Art. 39. Damages.—If either party to this contract should suffer damage by delay or otherwise, except as provided in Art. 40, because of any act or neglect of the other party or of any one employed by him, then he shall be reimbursed by the other party for such damage.

Claims under this clause shall be made in writing to the party liable within a reasonable time of the first observance of such damage and not later than the time of final payment, except in case of claims under Article 16, and shall be adjusted by agreement or arbitration.

Art. 40. Mutual Responsibility of Contractors.—Should the Contractor (see Art. 1 (c)) cause damage to any other person (see Art. 1 (e)) employed on the work, the Contractor agrees, upon due notice, to settle with such person by agreement or arbitration, if such person will so settle. If such person sues the Owner on account of any damage alleged to have been so sustained, the Owner shall notify the Contractor, who shall, at his own expense, defend such proceedings and, if any judgment against the Owner arise therefrom, the Contractor shall pay or satisfy it and pay all costs incurred by the Owner.

The Contractor, if damaged by any person held to the Owner by stipulations such as the above, agrees to settle with such person by agreement or arbitration and in no case to sue the Owner on account of such damage.

Art. 41. Separate Contracts.—The Owner reserves the right to let other contracts in connection with this work. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate his work with theirs.

If any part of the Contractor's work depends for proper execution or results upon the work of any other contractor, the Contractor shall inspect and promptly report to the Architect any defects in such work that render it unsuitable for such proper execution and results. His failure so to inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of his work, except as to defects which may develop in the other contractor's work after the execution of his work.

To insure the proper execution of his subsequent work the Contractor shall measure work already in place and shall at once report to the Architect any discrepancy between the executed work and the drawings.

Art. 42. Assignment.—Neither party to the Contract shall assign the contract without the written consent of the other, nor shall the Contractor assign any moneys due or to become due to him hereunder, without the previous written consent of the Owner.

Art. 43. Subcontracts.—The Contractor shall notify the Architect in writing of the names of subcontractors proposed for the principal parts of the work and for such others as the Architect may direct and shall not employ any that the Architect may within a reasonable time object to as incompetent or unfit.

The Contractor may in his discretion or shall, if so required, submit with his proposal, a list of subcontractors. If the change of any name on such list is required or permitted after signature of agreement, the contract price shall be increased or diminished by the difference between the two bids.

The Architect shall, on request, furnish to any subcontractor, wherever practicable, evidence of the amounts certified to on his account.

The Contractor agrees to be fully responsible to the Owner for the acts or omissions of his subcontractors and of anyone employed either directly or indirectly by him or them and this contractual obligation shall be in addition to the liability imposed by law upon the Contractor for bodily injuries or death through negligence in the cases covered by Article 19 hereof.

Nothing contained in the Contract Documents shall create any contractual relation between any subcontractor and the Owner.

Art. 44. Relations of Contractor and Subcontractor.—The Contractor agrees to bind every subcontractor and every subcontractor agrees to be bound, by the terms of the General Conditions, Drawings and Specifications, as far as applicable to his work, including the following provisions of this Article, unless specifically noted to the contrary in a subcontract approved in writing as adequate by the Owner or Architect.

The Subcontractor agrees—

- (a) To be bound to the Contractor by the terms of the General Conditions, Drawings and Specifications and to assume toward him all the obligations and responsibilities that he, by those documents, assumes toward the Owner.
- (b) To submit to the Contractor applications for payment in such reasonable time as to enable the Contractor to apply for payment under Article 26 of the General Conditions.
- (c) To make all claims for extras, for extensions of time and for damages for delays or otherwise, to the Contractor in the manner provided in the General Conditions for like claims by the Contractor upon the Owner, except that the time for making claims for extra cost as under Article 25 of the General Conditions is one week.

The Contractor agrees—

- (d) To be bound to the Subcontractor by all the obligations that the Owner assumes to the Contractor under the General Conditions, Drawings and Specifications and by all the provisions thereof affording remedies and redress to the Contractor from the Owner.
- (e) To pay the Subcontractor, upon the issuance of certificates, if issued under the schedule of values described in Article 26 of the General Conditions, the amount allowed to the Contractor on account of the Subcontractor's work to the extent of the Subcontractor's interest therein.

- (f) To pay the Subcontractor, upon the issuance of certificates, if issued otherwise than as in (e), so that at all times his total payments shall be as large in proportion to the value of the work done by him as the total amount certified to the Contractor is to the value of the work done by him.
- (g) To pay the Subcontractor to such extent as may be provided by the Contract Documents or the subcontract, if either of these provides for earlier or larger payments than the above.
- (h) To pay the Subcontractor on demand for his work or materials as far as executed and fixed in place, less the retained percentage, at the time the certificate should issue, even though the Architect fails to issue it for any cause not the fault of the Subcontractor.
- (j) To pay the Subcontractor a just share of any fire insurance money received by him, the Contractor, under Article 21 of the General Conditions.
- (k) To make no demand for liquidated damages or penalty for delay in any sum in excess of such amount as may be specifically named in the subcontract.
- (l) That no claim for services rendered or materials furnished by the Contractor to the Subcontractor shall be valid unless written notice thereof is given by the Contractor to the Subcontractor during the first ten days of the calendar month following that in which the claim originated.
- (m) To give the Subcontractor an opportunity to be present and to submit evidence in any arbitration involving his rights.
- (n) To name as arbitrator under Article 45 of the General Conditions the person nominated by the Subcontractor, if the sole cause of dispute is the work, materials, rights or responsibilities of the Subcontractor; or, if of the Subcontractor and any other subcontractor jointly, to name as such arbitrator the person upon whom they agree.

The Contractor and the Subcontractor agree that—

- (o) In the matter of arbitration, their rights and obligations and all procedure shall be analogous to those set forth in Article 45 of the General Conditions.

Nothing in this Article shall create any obligation on the part of the Owner to pay to or to see to the payment of any sums to any Subcontractor.

Art. 45. Arbitration.—Subject to the provisions of Article 10, all questions in dispute under this contract shall be submitted to arbitration at the choice of either party to the dispute.

The general procedure shall conform to the laws of the State in which the work lies and wherever permitted by law the decision of the arbitrators may be filed in court to carry it into effect.

The demand for arbitration shall be filed in writing with the Architect, in the case of an appeal from his decision, within ten days of its receipt and in any other case within a reasonable time after cause thereof and in no case later than the time of final payment, except as to questions arising under Article 16. If the Architect fails to make a decision within a reasonable time, an appeal to arbitration may be taken as if his decision had been rendered against the party appealing.

The parties may agree upon one arbitrator; otherwise there shall be three, one named in writing by each party and the third chosen by these two arbitrators or, if they fail to select a third within ten days he shall be chosen by the presiding officer of the nearest Bar Association. Should the party demanding arbitration fail to name an arbitrator within ten days of his demand, his right to arbitration shall lapse. Should the other party fail to choose an arbitrator within such ten days, the Architect shall appoint such arbitrator. Should either party refuse or neglect to supply the arbitrators with any papers or information 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 shall be binding on all parties to the dispute. The decision of the arbitrators upon any question subject to arbitration under this contract shall be a condition precedent to any right of legal action.

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, if the appeal was taken without reasonable cause, damages for delay. The arbitrators shall fix their own compensation, unless otherwise provided by agreement and shall assess the costs and charges of the arbitration upon either or both parties.

The award of the arbitrators must be in writing and, if in writing, shall not be open to objection on account of the form of the proceedings or the award.

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THE STANDARD FORM OF BOND

ISSUED BY THE AMERICAN INSTITUTE OF ARCHITECTS

This form has been approved by the National Association of Builders' Exchanges, The National Association of Master Plumbers, and the National Association of Master Steam and Hot Water Fitters.

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KNOW ALL MEN: That we.....
(Here insert the name and address or legal title of the Contractor.)

.....
.....

hereinafter called the Principal, and.....
(Here insert the name and address or legal title of one or more sureties.)

.....
..... and

.....
..... and

hereinafter called the Surety or Sureties are held and firmly bound unto.....
(Here insert the name and address or legal title of the Owner.)

.....
.....

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 by reference made a part hereof;

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 shall 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, and shall pay all persons who have contracts directly with the Principal for labor or materials, 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 whatever shall be brought on this Bond after.....months from the day on which the final payment under the Contract falls due.

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

.....	}	as to(SEAL)
.....		
.....	}	as to(SEAL)
.....		
.....	}	as to(SEAL)
.....		
.....	}	as to(SEAL)
.....		

THE STANDARD FORM OF SUBCONTRACT

FOR USE IN CONNECTION WITH THE GENERAL CONDITIONS OF THE
CONTRACT AS ISSUED BY THE AMERICAN INSTITUTE OF ARCHITECTS.

This form has been approved by the National Association of Builders' Exchanges, The National Association of Master Plumbers, and the National Association of Master Steam and Hot Water Fitters.

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THIS AGREEMENT, made this _____ day of _____ 19____
by and between _____ hereinafter called
the Subcontractor and _____
hereinafter called the Contractor.

WITNESSETH, That the Subcontractor and Contractor for the considerations hereinafter named agree as follows:

Section 1. The Subcontractor agrees to furnish all material and perform all work as described in Section 2 hereof for (Here name the kind of building.)

for (Here insert the name of the Owner.)

hereinafter called the Owner, at (Here insert the location of the work.)

in accordance with the General Conditions of the Contract between the Owner and the Contractor, and in accordance with the Drawings and the Specifications prepared by _____ hereinafter called the Architect, all of which General Conditions, Drawings and Specifications signed by the parties thereto or identified by the Architect, form a part of a Contract between the Contractor and the Owner dated _____, 19____ and hereby become a part of this Contract.

Section 2. The Subcontractor and the Contractor agree that the materials to be furnished and work to be done by the Subcontractor are (Here insert a precise description of the work, preferably by reference to the numbers of the Drawings and the pages of the Specifications.)

Section 3. The Subcontractor agrees to complete the several portions and the whole of the work herein sublet by the time or times following:
(Here insert the date or dates and if there be liquidated damages state them.)

Section 4. The Contractor agrees to pay the Subcontractor for the performance of his work the sum of

(\$)
in current funds, subject to additions and deductions for changes as may be agreed upon, and to make payments on account thereof in accordance with Section 5 hereof.

Section 5. The Contractor and Subcontractor agree to be bound by the terms of the General Conditions, Drawings and Specifications as far as applicable to this subcontract, including the provisions of Article 44 of the General Conditions of the Contract, as follows:

The Subcontractor agrees:

(a) To be bound to the Contractor by the terms of the General Conditions, Drawings and Specifications, and to assume toward him all the obligations and responsibilities that he, by those documents, assumes toward the Owner.

(b) To submit to the Contractor applications for payment in such reasonable time as to enable the Contractor to apply for payment under Article 26 of the General Conditions.

(c) To make all claims for extras, for extensions of time and for damages for delays or otherwise, to the Contractor in the manner provided in the General Conditions for like claims by the Contractor upon the Owner, except that the time for making claims for extra cost as under Article 25 of the General Conditions, is one week.

The Contractor agrees:

(d) To be bound to the Subcontractor by all the obligations that the Owner assumes to the Contractor under the General Conditions, Drawings and Specifications, and by all the provisions thereof affording remedies and redress to the Contractor from the Owner.

(e) To pay the Subcontractor, upon the issuance of certificates, if issued under the schedule of values described in Article 26 of the General Conditions, the amount allowed to the Contractor on account of the Subcontractor's work to the extent of the Subcontractor's interest therein.

(f) To pay the Subcontractor, upon the issuance of certificates, if issued otherwise than as in (e), so that at all times his total payments shall be as large in proportion to the value of the work done by him as the total amount certified to the Contractor is to the value of the work done by him.

(g) To pay the Subcontractor to such extent as may be provided by the Contract Documents or the Subcontract, if either of these provides for earlier or larger payments than the above.

(h) To pay the Subcontractor on demand for his work or materials as far as executed and fixed in place, less the retained percentage, at the time the certificate should issue, even though the Architect fails to issue it for any cause not the fault of the Subcontractor.

(j) To pay the Subcontractor a just share of any fire insurance money received by him, the Contractor, under Article 21 of the General Conditions.

(k) To make no demand for liquidated damages or penalty for delay in any sum in excess of such amount as may be specifically named in the Subcontract.

(l) That no claim for services rendered or materials furnished by the Contractor to the Subcontractor shall be valid unless written notice thereof is given by the Contractor to the Subcontractor during the first ten days of the calendar month following that in which the claim originated.

(m) To give the Subcontractor an opportunity to be present and to submit evidence in any arbitration involving his rights.

(n) To name as arbitrator under Article 45 of the General Conditions, the person nominated by the Subcontractor if the sole cause of dispute is the work, materials, rights or responsibilities of the Subcontractor; or, if of the Subcontractor and any other Subcontractor jointly, to name as such arbitrator the person upon whom they agree.

The Contractor and the Subcontractor agree that:

(o) In the matter of arbitration, their rights and obligations and all procedure shall be analogous to those set forth in Article 45 of the General Conditions.

Nothing in this Article shall create any obligation on the part of the Owner to pay to or to see to the payment of any sums to any Subcontractor.

Section 6.

Finally.—The Subcontractor and Contractor, for themselves, their heirs, successors, executors, administrators and assigns, do hereby agree to the full performance of the covenants herein contained.

IN WITNESS WHEREOF they have hereunto set their hands the day and date first above written.

In Presence of

Subcontractor.

Contractor.

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STANDARD FORM OF ACCEPTANCE OF SUBCONTRACTOR'S PROPOSAL

FOR USE IN CONNECTION WITH THE STANDARD DOCUMENTS OF THE AMERICAN INSTITUTE OF ARCHITECTS.

This form has been approved by the National Association of Builders' Exchanges, The National Association of Master Plumbers, and the National Association of Master Steam and Hot Water Fitters.

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DEAR SIR: Having entered into a contract with (Here insert the name and address or corporate title of the Owner.)

for the erection of (Here insert the kind of work and the place at which it is to be erected.)

in accordance with plans and specifications prepared by (Here insert the name and address of the Architect.)

and in accordance with the General Conditions of the Contract prefixed to the specifications, the undersigned hereby accepts your proposal of (Here insert date.)
to provide all the materials and do all the work of (Here insert the kind of work to be done, as plumbing, roofing, etc., accurately describing by number page, etc. the drawings and specifications governing such work.)

The Undersigned agrees to pay you in current funds for the faithful performance of the subcontract established by this acceptance of your proposal the sum of (\$)

Our relations in respect of this subcontract are to be governed by the plans and specifications named above, by the General Conditions of the Contract as far as applicable to the work thus sublet and especially by Article 44 of those conditions printed on the reverse hereof.

Very truly yours,

Article 44 of the General Conditions of the Contract.

Relations of Contractor and Subcontractor.—The Contractor agrees to bind every Subcontractor and every Subcontractor agrees to be bound, by the terms of the General Conditions, Drawings and Specifications, as far as applicable to his work, including the following provisions of this Article, unless specifically noted to the contrary in a Subcontract approved in writing as adequate by the Owner or Architect.

The Subcontractor agrees:

(a) To be bound to the Contractor by the terms of the General Conditions, Drawings and Specifications, and to assume toward him all the obligations and responsibilities that he, by those documents, assumes toward the Owner.

(b) To submit to the Contractor applications for payment in such reasonable time as to enable the Contractor to apply for payment under Article 26 of the General Conditions.

(c) To make all claims for extras, for extensions of time and for damages for delays or otherwise, to the Contractor in the manner provided in the General Conditions for like claims by the Contractor upon the Owner, except that the time for making claims for extra cost as under Article 25 of the General Conditions, is one week.

The Contractor agrees:

(d) To be bound to the Subcontractor by all the obligations that the Owner assumes to the Contractor under the General Conditions, Drawings and Specifications, and by all the provisions thereof affording remedies and redress to the Contractor from the Owner.

(e) To pay the Subcontractor, upon the issuance of certificates, if issued under the schedule of values described in Article 26 of the General Conditions, the amount allowed to the Contractor on account of the Subcontractor's work to the extent of the Subcontractor's interest therein.

(f) To pay the Subcontractor, upon the issuance of certificates, if issued otherwise than as in (e), so that at all times his total payments shall be as large in proportion to the value of the work done by him as the total amount certified to the Contractor is to the value of the work done by him.

(g) To pay the Subcontractor to such extent as may be provided by the Contract Documents or the subcontract,

if either of these provides for earlier or larger payments than the above.

(h) To pay the Subcontractor on demand for his work or materials as far as executed and fixed in place, less the retained percentage, at the time the certificate should issue, even though the Architect fails to issue it for any cause not the fault of the Subcontractor.

(j) To pay the Subcontractor a just share of any fire insurance money received by him, the Contractor, under Article 21 of the General Conditions.

(k) To make no demand for liquidated damages or penalty for delay in any sum in excess of such amount as may be specifically named in the subcontract.

(l) That no claim for services rendered or materials furnished by the Contractor to the Subcontractor shall be valid unless written notice thereof is given by the Contractor to the Subcontractor during the first ten days of the calendar month following that in which the claim originated.

(m) To give the Subcontractor an opportunity to be present and to submit evidence in any arbitration involving his rights.

(n) To name as arbitrator under Article 45 of the General Conditions, the person nominated by the Subcontractor if the sole cause of dispute is the work, materials, rights or responsibilities of the Subcontractor; or, if of the Subcontractor and any other subcontractor jointly, to name as such arbitrator the person upon whom they agree.

The Contractor and the Subcontractor agree that—

(o) In the matter of arbitration, their rights and obligations and all procedure shall be analogous to those set forth in Article 45 of the General Conditions.

Nothing in this Article shall create any obligation on the part of the Owner to pay to or to see to the payment of any sums to any subcontractor.

The Subcontractor entering into this agreement should be sure that not merely the above Article 44, but the full text of the General Conditions of the Contract as signed by the Owner and Contractor is known to him, since such full text, though not herein repeated, is binding on him.