

This Agreement, made the _____ day of

_____ in the year one thousand _____ hundred and _____

by and between _____

_____ part of the first part,

(hereinafter designated the *Contractor* ;) and _____

_____ part of the second part

(hereinafter designated the *Owner* ;)

Witnesseth that the Contractor , being the said part of the first part, in consideration of the

covenants and agreements herein contained on the part of the Owner , being the said part of the

second part, do covenant, promise and agree with the said Owner , in manner following, that is to say:

1st. The Contractor shall and will well and sufficiently perform and finish, under the direction,

and to the satisfaction of _____ Architect (acting as Agent

of said Owner), all the work included in the _____

agreeably to the drawings and specifications made by the said Architect , and signed by the parties

hereto, (copies of which have been delivered to the Contractor), and to the dimensions and explanations

thereon, therein and herein contained, according to the true intent and meaning of said drawings and

specifications, and of these presents, including all labor and materials incident thereto, and shall provide

all scaffolding, implements and cartage necessary for the due performance of the said work.

2d. Should it appear that the work hereby intended to be done, or any of the matters relative there-

to, are not sufficiently detailed or explained on the said drawings, or in the said specifications, the

Contractor shall apply to the Architect for such further drawings or explanations as may be necessary,

and shall conform to the same as part of this contract, so far as they may be consistent with the original

drawings, and in event of any doubt or question arising respecting the true meaning of the drawings or

specifications, reference shall be made to the Architect , whose decision thereon, being just and impar-

tial, shall be final and conclusive. It is mutually understood and agreed that all drawings, plans and

specifications are and remain the property of the Architect .

3d. Should any alterations be required in the work shown or described by the drawings or specifi-

cations, a fair and reasonable valuation of the work added or omitted, shall be made by the Architect ,

and the sum herein agreed to be paid for the work according to the original specification, shall be increased

or diminished as the case may be. In case such valuation is not agreed to, the Contractor shall proceed

with the alteration, upon the written order of the Architect , and the valuation of the work added or

omitted shall be referred to (3) three Arbitrators, (no one of whom shall have been personally connect-

ed with the work to which these presents refer), to be appointed as follows: one by each of the parties

to this contract, and the third by the two thus chosen; the decision of any two of whom shall be final

and binding, and each of the parties hereto shall pay one-half of the expense of such reference.

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4th. The Contractor shall, within twenty-four hours after receiving written notice from the Architect, to that effect, proceed to remove from the grounds or building, all materials condemned by, whether worked or unworked, or take down all portions of the work which the Architect shall condemn as unsound or improper, or as in any way failing to conform to the drawings and specifications, and to the conditions of this contract. The Contractor shall cover, protect and exercise due diligence to secure the work from injury, and all damage happening to the same by neglect, shall be made good by

5th. The Contractor shall permit the Architect, and all persons appointed by the Architect, to visit and inspect the said work or any part thereof, at all times and places during the progress of the same, and shall provide sufficient, safe and proper facilities for such inspection.

6th. The Contractor shall and will proceed with the said work, and every part and detail thereof, in a prompt and diligent manner, and shall and will wholly finish the said work according to the said drawings and specifications, and this contract, on or before the..... day of..... in the year one thousand..... hundred and..... (provided that possession of the premises be given the Contractor, and lines and levels of the building furnished him, on or before the..... day of..... in the year one thousand..... hundred and.....), and in default thereof the Contractor shall pay to the Owner..... dollars for every day thereafter that the said work shall remain unfinished, as and for liquidated damages.

7th. Should the Contractor be obstructed or delayed in the prosecution or completion of the work by the neglect, delay or default of any other contractor; or by any alteration which may be required in the said work; or by any damage which may happen thereto by fire, or by the unusual action of the elements, or otherwise; or by the abandonment of the work by the employees through no default of the Contractor, then there shall be an allowance of additional time beyond the date set for the completion of the said work: but no such allowance shall be made unless a claim is presented in writing at the time of such obstruction or delay. The Architect shall award and certify the amount of additional time to be allowed; in which case the Contractor shall be released from the payment of the stipulated damages for the additional time so certified and no more. The Contractor may appeal from such award to arbitrators constituted as provided in Article 3d of this contract.

8th. The Contractor shall not let, assign or transfer this contract, or any interest therein, without the written consent of the Architect.

9th. The Contractor shall make no claim for additional work unless the same shall be done in pursuance of an order from the Architect, and notice of all claims shall be made to the Architect in writing within ten days of the beginning of such work.

10th. The Owner agree to provide all labor and materials not included in this contract in such manner as not to delay the material progress of the work, and, in the event of failure so to do thereby causing loss to the Contractor, agree that..... will reimburse the Contractor for such loss; and the Contractor agree that if..... shall delay the material progress of the work so as to cause any damage for which the Owner shall become liable (as above stated), then..... shall make good to the Owner any such damage—over and above any damage for general delay herein otherwise provided; the amount of such loss or damage, in either case, to be fixed and determined by the Architect, or by arbitration, as provided in Article 3d.

11th. The Owner shall effect insurance on said.....work, in his own name and in the name of the Contractor, against loss or damage by fire, in such sums as may from time to time be agreed upon with the Contractor, the policies being made to cover work incorporated in the building, and materials for the same in or about the premises, and made payable to the parties hereto, as their interest may appear.

12th. Should the Contractor at any time refuse or neglect to supply a sufficiency of properly skilled workmen, or of materials of the proper quality, or fail in any respect to prosecute the work with promptness and diligence, or fail in the performance of any of the agreements on..... part herein contained, such refusal, neglect or failure being certified by the Architect, the Owner shall be at liberty, after three days written notice to the Contractor, to provide 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 this contract; and if the Architect shall certify that such refusal, neglect or failure is sufficient ground for such action, the Owner shall also be at liberty to terminate the employment of the Contractor for the said work and to enter upon the premises and take possession of all materials thereon, and to employ any other person or persons to finish the work, and to provide the materials therefor; and in case of such discontinuance of the employment of the Contractor he shall not be entitled to receive any further payment under this contract until the said work shall be wholly finished, at which time, if the unpaid balance of the amount to be paid under this contract shall exceed the expense incurred by the Owner in finishing the work, 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, whose certificate thereof shall be conclusive upon the parties.

13th. And it is hereby mutually agreed between the parties hereto, that the sum to be paid by the Owner to the Contractor for said work and materials shall be.....

AGREEMENT

FOR

WORK AND MATERIALS,

FOR

No. _____ St.,

WITH

Architect,

DATED,

Copyrighted, 1888.