

Standard Form of Agreement Between Owner and Contractor for a Small Project

where the Basis of Payment is a STIPULATED SUM

1993 SMALL PROJECTS EDITION

Because this document has important legal consequences, we encourage you to consult with an attorney before signing it. Some states mandate a cancellation period or require other specific disclosures, including warnings for home improvement contracts, when a document such as this will be used for Work on the Owner's personal residence. Your attorney should insert all language required by state or local law to be included in this Agreement. Such statements may be entered in the space provided below, or if required by law, above the signatures of the parties.

This **AGREEMENT** is made:
(Date)

BETWEEN the Owner:

and the Contractor:

for the following Project:

The Architect is:

The Owner and Contractor agree as follows.

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ARTICLE 1

THE CONTRACT DOCUMENTS

The Contractor shall complete the Work described in the Contract Documents for the project. The Contract Documents consist of:

- .1 this Agreement signed by the Owner and Contractor;
- .2 AIA Document A205, General Conditions of the Contract for Construction of a Small Project, current edition;
- .3 the Drawings and Specifications prepared by the Architect, dated and enumerated as follows:

Drawings:

Specifications:

- .4 addenda prepared by the Architect as follows:

- .5 written change orders or orders for minor changes in the Work issued after execution of this Agreement; and
- .6 other documents, if any, identified as follows:

ARTICLE 2

DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION DATE

The date of commencement shall be the date of this Agreement unless otherwise indicated below. The Contractor shall substantially complete the Work not later than subject to adjustment by Change Order.

(Insert the date or number of calendar days after the date of commencement.)

ARTICLE 3

CONTRACT SUM

3.1 Subject to additions and deductions by Change Order, the Contract Sum is:

3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work:

Portion of Work

Value

3.3 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work.

ARTICLE 4

PAYMENT

4.1 Based on Contractor's Applications for Payment certified by the Architect, the Owner shall pay the Contractor as follows:
(Here insert payment procedures and provisions for retainage, if any.)

4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate of _____, or in the absence thereof, at the legal rate prevailing at the place of the Project.

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision.)

ARTICLE 5

INSURANCE

5.1 The Contractor shall provide Contractor's Liability and other Insurance as follows:
(Insert specific insurance required by the Owner.)

5.2 The Owner shall provide Owner's Liability and Owner's Property Insurance as follows:
(Insert specific insurance furnished by the Owner.)

5.3 The Contractor shall obtain an endorsement to its general liability insurance policy to cover the Contractor's obligations under Paragraph 3.12 of AIA Document A205, General Conditions of the Contract for Construction of Small Projects.

5.4 Certificates of insurance shall be provided by each party showing their respective coverages prior to commencement of the Work.

ARTICLE 6

OTHER TERMS AND CONDITIONS

(Insert any other terms or conditions below.)

This Agreement entered into as of the day and year first written above.
(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)

OWNER

CONTRACTOR

(Signature)

(Signature)

(Printed name, title and address)

(Printed name, title and address)

LICENSE NO. _____

JURISDICTION _____



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