

THE STANDARD FORM OF AGREEMENT BETWEEN CONTRACTOR  
AND OWNER FOR CONSTRUCTION OF BUILDINGS.

ISSUED BY THE AMERICAN INSTITUTE OF ARCHITECTS FOR USE  
WHEN A STIPULATED SUM FORMS THE BASIS OF PAYMENT

This Form of Agreement has received the approval of the National Association of Builders' Exchanges, the Associated General Contractors of America, the Joint Conference on Construction Contracts, the National Association of Master Plumbers, the National Association of Sheet Metal Contractors of the United States, the National Electrical Contractors' Association, the National Association of Marble Dealers, the Building Granite Quarries Association, the Productor' Council and the Building Trades Employers' Association of the City of New York.

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THIS FORM IS TO BE USED ONLY WITH THE STANDARD GENERAL CONDITIONS OF THE CONTRACT FOR  
CONSTRUCTION OF BUILDINGS

**THIS AGREEMENT** made the Fifth

day of June in the year Nineteen Hundred and Thirty-four

by and between Leo A. Pitassi, an individual of Pittsburgh, Penna.,

hereinafter called the Contractor, and St. Bernard's Church of Mt. Lebanon, Pa.,

Very Rev. Thomas H. Bryson, Pastor hereinafter called the Owner,  
WITNESSETH, that the Contractor and the Owner for the considerations herein-  
after named agree as follows:

**Article 1. Scope of the Work**—The Contractor shall furnish all of the materials  
and perform all of the work shown on the Drawings and described in the Speci-  
fications entitled

St. Bernard's Church, Mt. Lebanon, Penna.

(Here insert the caption descriptive of the work as used on the Drawings and in the other Contract Documents)

prepared by William Richard Perry, Registered Architect,

2862 West Liberty Avenue, Pittsburgh, Penna.

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

FORM A1

Agreement between Contractor and Owner.  
Fourth Edition — Five Pages — Page 1.

**Article 2. Time of Completion**—The work to be performed under this Contract shall be commenced..... June 15th, 1934.....

and shall be substantially completed..... August 1st, 1934.....

(Here insert stipulation as to liquidated damages, if any.)

**Article 3. The Contract Sum**—The Owner shall pay the Contractor for the performance of the Contract, subject to additions and deductions provided therein, in

current funds as follows: Seven Hundred and Fifty Dollars (\$750.00).....

(State here the lump sum amount, unit prices, or both, as desired in individual cases.)

Where the quantities originally contemplated are so changed that application of the agreed unit price to the quantity of work performed is shown to create a hardship to the Owner or the Contractor, there shall be an equitable adjustment of the Contract to prevent such hardship.

**Article 4. Progress Payments**—The Owner shall make payments on account of the Contract as provided therein, as follows:

On or about the 10th day of each month 85 per cent of the value, based on the Contract prices, of labor and materials incorporated in the work and of materials suitably stored at the site thereof up to the 1st day of that month, as estimated by the Architect, less the aggregate of previous payments; and upon substantial completion of the entire work, a sum sufficient to increase the total payments to 90 per cent of the contract price.

(Insert here any provision made for limiting or reducing the amount retained after the work reaches a certain stage of completion.)

**Article 5. Acceptance and Final Payment**—Final payment shall be due 30 days after substantial completion of the work provided the work be then fully completed and the Contract fully performed.

Upon receipt of written notice that the work is ready for final inspection and acceptance, the Architect shall promptly make such inspection, and when he finds the work acceptable under the Contract and the Contract fully performed he shall promptly issue a final certificate, over his own signature, stating that the work provided for in this Contract has been completed and is accepted by him under the terms and conditions thereof, and that the entire balance found to be due the Contractor, and noted in said final certificate, is due and payable.

Before issuance of final certificate the Contractor shall submit evidence satisfactory to the Architect that all payrolls, material bills, and other indebtedness connected with the work have been paid.

If after the work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor, and the Architect so certifies, the Owner shall, upon certificate of the Architect, and without terminating the Contract, make payment of the balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

**Article 6. The Contract Documents**—The General Conditions of the Contract, the Specifications and the Drawings, together with this Agreement, form the Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated. The following is an enumeration of the Specifications and Drawings:

**Specifications**

General Conditions, Pages 1 to 10 inclusive.

Drawing Dated January 2, 1934.

Number #21

This Contract includes the glazing of the following doors, with leaded glass in design as shown on architect's drawing and according to approved cartoons, in quality of glass noted herein:

Painted Norman Slabs: Doors # 190 - 192 - 162 - 195 - 191

Norman Slab unpainted: Doors # 188 - 187 - 193 - 169 - 167 - 165 - 161 -  
187 - 188 - 193 - 169 - 167 - 165 - 161 - 194

Antique Glass : Doors #41 - 37 - 40 - 23 - 15 - 36 - 148 - 142 - 154 - 158 -  
144 - 145 - 146 - 147 - 186 - 170 - 177 - 180 and substituting glass in  
two sacristy and vestry doors removed from school-  
including transoms.

IN WITNESS WHEREOF the parties hereto have executed this Agreement, the day and year first above written.

Owner Very Rev Thomas J. Brown Pastor  
for St. Bernard's Church, Mt. Lebanon, Pa.

Witnesses:

William R. Perry

Contractor A. L. Pifassi