

# Prior to Building the School...

Directly Below & Left:  
The Standard Form of Agreement  
Between Owner and Architect  
January, 14th 1924

THE STANDARD FORM OF AGREEMENT BETWEEN  
OWNER AND ARCHITECT

ISSUED BY THE AMERICAN INSTITUTE OF ARCHITECTS FOR USE WHEN A  
PERCENTAGE OF THE COST OF THE WORK FORMS THE BASIS OF PAYMENT.  
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THIS AGREEMENT made the 14th

day of JANUARY in the year Nineteen Hundred and twenty-four

by and between LEO STEINER, WILLIAM E. HENDRIE and D. G. ROBERTS  
as Trustees of School District No. 6, Town of Huntington, N. Y.

hereinafter called the Owner, and NORMAN BIARD BAKER of Greenlawn,  
Suffolk County, New York,

hereinafter called the Architect,

WITNESSETH, that whereas the Owner intends to erect a one story and base-  
ment brick school building with four class rooms, on Broadway,  
Greenlawn, New York,

NOW, THEREFORE, the Owner and the Architect, for the considerations hereinafter named, agree as follows:

The Architect agrees to perform, for the above-named work, professional services as stated in Article 1 of the "Conditions of Agreement between Owner and Architect," hereinafter set forth.

The Owner agrees to pay the Architect at the rate of six (6) per cent, hereinafter called the basic rate, computed and payable as stated in the said "Conditions," and to make any other payments and reimbursements arising out of the said "Conditions."

10. Preliminary Estimates.—When requested to do so, the Architect will make or procure preliminary estimates on the cost of the work and he will endeavor to keep the actual cost of the work as low as may be consistent with the purpose of the building and with proper workmanship and material, but no such estimate can be regarded as other than an approximation.

11. Definition of the Cost of the Work.—The words "the cost of the work" as used in Articles 2 and 6 hereof are ordinarily to be interpreted as meaning the total of the contract sums incurred for the execution of the work, not including Architect's and Engineer's fees, or the salary of the Clerk-of-the-Works, but in certain rare cases, e. g., when labor or material is furnished by the Owner below its market cost or when old materials are re-used, the cost of the work is to be interpreted as the cost of all materials and labor necessary to complete the work, as such cost would have been if all materials had been new and if all labor had been fully paid at market prices current when the work was ordered, plus contractor's profits and expense.

12. Ownership of Documents.—Drawings and specifications as instruments of service are the property of the Architect whether the work for which they are made be executed or not.

13. Successors and Assignment.—The Owner and the Architect, each binds himself, his successors, executors, administrators, and assigns to the other party to this agreement, and to the successors, executors, administrators, and assigns of such other party in respect of all the covenants of this agreement.

The Architect shall have the right to join with him in the performance of this agreement, any architect or architects with whom he may in good faith enter into partnership relations. In case of the death or disability of one or more partners, the rights and duties of the Architect, if a firm, shall devolve upon the remaining partner or partners or upon such firm as may be established by him or them, and he, they or it shall be recognized as the "successor" of the Architect, and so on until the service covered by the agreement has been performed. The Owner shall have the same rights, but in his case

The Owner and the Architect hereby agree to the full performance of the covenants contained herein.

IN WITNESS WHEREOF they have executed this agreement, the day and year first above written.

In Presence of

Fredrick S. Hobart  
as to  
Leo Steiner  
as to  
William E. Hendrie  
as to

THE STANDARD FORM OF AGREEMENT BETWEEN  
CONTRACTOR AND OWNER

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

The Standard Documents have received the approval of the National Association of Builders' Exchanges, the National Association of Master Plumbers, the National Association of Sheet Metal Contractors of the United States, the National Electrical Contractors' Association of the United States, the National Association of Marble Dealers, the Building Granite Quarries Association, the Building Trades Employees Association of the City of New York, and the Heating and Piping Contractors National Association.

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

THIS AGREEMENT made the thirteenth

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

by and between William Kennedy Construction Co. of  
215 Montague Street, Brooklyn, N. Y.

hereinafter called the Contractor, and Wm. E. Hendrie, Leo Steiner and  
Arthur Enggren of Greenlawn, Trustees of School District #6  
Township of Huntington, Suffolk Co., N. Y. 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.)

THE GREENLAWN SCHOOL, Greenlawn, I. I.  
School District #6 Township of Huntington  
Suffolk Co., N. Y.

prepared by Norman Biard Baker, Architect  
Greenlawn, I. I.

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.

THIRD EDITION, 1918—PAGE 1

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:

American Institute of Architects General Conditions  
of the Contract attached to specifications, the General  
Specifications for all work and Addenda attached thereto  
and the complete working plans comprising drawings  
#1 to #8 inclusive.

Right:  
The Standard  
Form of  
Agreement  
Between  
Contractor and  
Owner  
June 13th, 1924

Article 2. The Contractor agrees that the work under this Contract shall be substantially completed October 1, 1924  
(Here insert the date or dates of completion, and stipulations as to liquidated damages, if any.)

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

Seventy-seven thousand, three hundred and thirty-  
four dollars (\$77,334.00) 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: On or about the 1st day of each month ninety-five per cent of the value, proportionate to the amount of the Contract, of labor and materials incorporated in the work, and cost of materials located at the building up to the first day of that month as estimated by the Architect, less the aggregate of previous payments. On substantial completion of the entire work, a sum sufficient to increase the total payments to ninety per cent of the contract price, and thirty days thereafter, provided the work be fully completed and the Contract fully performed, the balance due under the Contract.

THIRD EDITION, 1918—PAGE 2

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 executed this agreement, the day and year first above written.

William E. Hendrie  
Leo Steiner  
Arthur Enggren  
William E. Hendrie  
Leo Steiner  
Arthur Enggren  
WITNESSED BY:  
Norman Biard Baker

THIRD EDITION, 1918—PAGE 4

