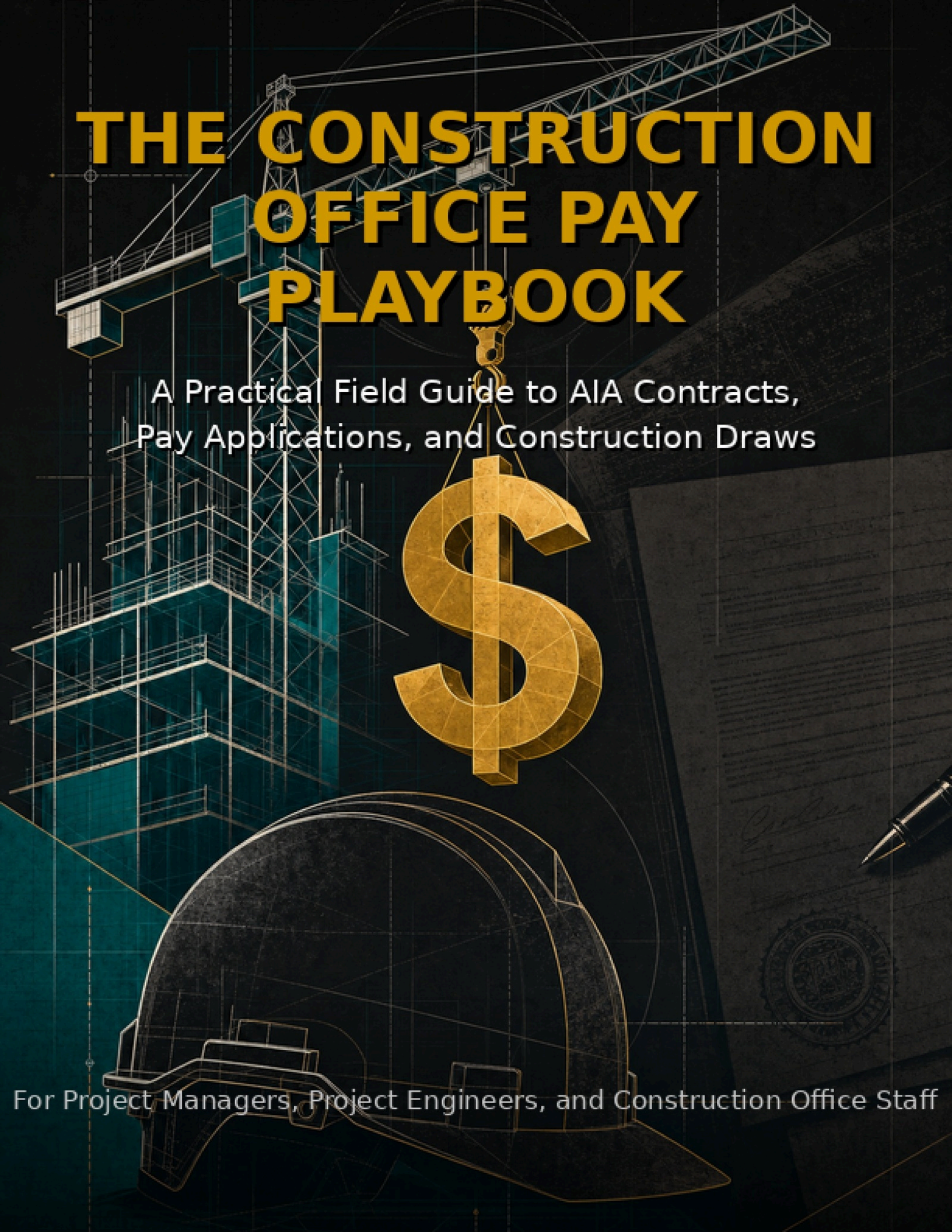


THE CONSTRUCTION OFFICE PAY PLAYBOOK



A Practical Field Guide to AIA Contracts,
Pay Applications, and Construction Draws

For Project Managers, Project Engineers, and Construction Office Staff

LONDON WULFE

Construction administration. Project controls. Practical systems.

London Wulfe is a construction professional and author focused on the practical side of project administration: contracts, payment applications, cost controls, change management, documentation, and closeout. His work is written for project managers, project engineers, contract administrators, and construction-office teams who need clear, field-ready guidance without unnecessary jargon. He focuses on turning complex construction processes into disciplined, usable workflows that help teams protect the record, understand the money, and keep projects moving.

Londonwulfe.com

THE CONSTRUCTION OFFICE PAY PLAYBOOK

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**A Practical Administrative Guide to Conventional AIA® Owner-Contractor Documents,
Pay Applications, and Construction Draws**

By London Wulfe

Corrected manuscript - revised after source and form verification

For project managers, project engineers, contract administrators, and construction office staff

Important scope notice. This book is an educational, operational guide. It describes common administration concepts in original language; it does not reproduce AIA contract forms, provide legal advice, or replace insurance, accounting, or claim advice. The executed contract documents, amendments, applicable law, and professional advice control every live project.

Factually reliable as an educational construction-office administration guide, subject to its stated contract-, jurisdiction-, and edition-specific limitations.

How to Use This Book

Use the book as a disciplined workflow framework - not as a substitute for the signed documents. Before acting on payment rights, claim deadlines, notices, waivers, insurance, bonds, or final payment, verify the project-specific contract and applicable law.

Core operating rule

When the executed agreement, conditions, exhibits, specifications, addenda, amendments, or law differ from this guide, they govern. Escalate unclear or high-dollar issues early to the authorized project executive and qualified construction counsel.

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PART I - The AIA Document Framework

Chapter 1 - Document Families and the Conventional A201 Framework

AIA Contract Documents are organized by series. The series label is useful for orientation, but it does not replace review of the document's exact title, edition, intended delivery method, and role in the executed project package.

Series	General purpose	Examples relevant to this guide
A	Owner-contractor agreements and related construction documents	A101, A102, A103, A104; A201 general conditions; A401 contractor-subcontractor agreement
B	Owner-architect agreements	B101, B103, B104
C	Other agreements	C401 architect-consultant; C132 owner-construction manager as adviser; other service/consultant agreements
D	Miscellaneous documents	Project/process documents as applicable
E	Exhibits that modify or expand agreements	E201/E202 BIM exhibits; E204 sustainable-project exhibit
F	Facility-management documents	Used for facility/maintenance work, not the conventional A201 framework
G	Contract-administration and project-management forms	G701, G702/G703, G704, G706/G706A, G707

The conventional framework discussed here centers on owner-contractor agreements A101, A102, and A103 used with A201-2017, where the project documents so provide. A104-2017 is an abbreviated stand-alone owner-contractor agreement with its own internal conditions. A401 is a contractor-subcontractor agreement; it is not an owner-contractor agreement.

How the documents connect

- The owner-contractor agreement sets project-specific business terms: parties, payment basis, dates, insurance/bond requirements, selected dispute procedures, and other fill points.
- A201 supplies many operational procedures for changes, payment applications, contract administration, completion, claims, and disputes.
- Supplementary conditions, amendments, exhibits, and procurement/lender requirements may revise or supplement the base documents.
- The signed contract package - not a generic description of AIA forms - defines the parties' rights and obligations.

Chapter 2 - A101, A102, A103, and A104 Payment Structures

A101 - stipulated sum

A101-2017 is a standard form of agreement between owner and contractor where the basis of payment is a stipulated sum. It is generally used where the parties can establish a defined price for the work. Progress-payment administration is governed by the executed agreement, A201 if incorporated, any supplementary conditions, and the selected payment forms.

A102 - cost of the work plus a fee with a GMP

A102-2017 is a standard form where payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price. The cost definitions, fee calculation, GMP basis, allowances, contingencies, savings treatment, audit provisions, and required reporting are contract-specific and must be set up before the first draw.

A103 - cost of the work plus a fee without a GMP

A103-2017 is a standard form where payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price. It is intended for situations where cost is not fully known at commencement. Cost categories, fee, records, audit rights, and payment procedures must be administered under the signed documents.

A104 - abbreviated stand-alone agreement

A104-2017 is an abbreviated owner-contractor agreement for projects of limited scope and complexity. It may be used where the basis of payment is a stipulated sum or cost plus, as selected in the agreement. Do not assume it is suited to a complex, phased, multi-prime, heavily bonded, or high-risk project without project-specific review.

Project condition	Typical conventional form to evaluate - not an automatic selection
Defined scope and desired fixed price	A101
Cost-plus fee with a negotiated ceiling	A102
Cost-plus fee without a GMP	A103
Limited-scope, limited-complexity work	A104

Chapter 3 - A201 Administration Map

A201-2017 is the General Conditions of the Contract for Construction. It establishes rights, responsibilities, relationships, and procedures among owner, contractor, and architect when it is incorporated into the project contract. It does not independently set a project price.

Articles	Administrative focus
1-4	General provisions, owner, contractor, architect
5-6	Subcontractors; owner/separate contractors
7	Changes in the work
8	Time
9	Payments and completion
10-12	Protection, insurance/bonds, correction of work
13-15	Miscellaneous provisions, termination/suspension, claims/disputes

For office administration, Articles 7, 9, 13, and 15 require special attention, but no provision should be applied alone. Definitions, notice methods, supplementary conditions, amendments, and applicable law may change the result.

Red-line map

At setup, compare the supplementary conditions and amendments against the base A201. Mark every modification affecting notice, payment timing, retainage, change authority, dispute procedures, indemnity, insurance, bonding, suspension, termination, and final payment. Keep the approved map available to the field and office teams.

Chapter 4 - G-Series Forms and Edition Control

The G-Series contains contract-administration and project-management forms. The fact that a project uses AIA documents does not automatically require G702/G703. The executed agreement, owner/lender requirements, supplementary conditions, and project instructions determine the required payment package, workflow, backup, and form edition.

Form	Role	Accuracy control
G701-2017	Change Order	Use for owner-contractor changes agreed by the required parties under the project contract
G702-1992	Application and Certificate for Payment	Tracks contract sum, completed/stored work, retainage, previous payments, change summary, and current payment requested
G703-1992	Continuation Sheet	Detailed line-item continuation sheet used with G702
G702CW-2021	Application for Payment for a Cost of the Work project without a GMP	Use only where the project's payment basis and documents call for it
G702GMP-2021	Application for Payment for a Cost of the Work project with a GMP	Use only where the project's payment basis and documents call for it
G703CW-2021	Continuation Sheet for Cost of the Work Projects	Use as required by the selected payment form and contract workflow
G704-2017	Certificate of Substantial Completion	Documents the milestone and allocates stated responsibilities
G709-2018	Proposal Request	Requests pricing/information; it is not authorization to proceed
G710-2017	Architect's Supplemental Instructions	For qualifying minor changes not affecting cost or time
G714-2017	Construction Change Directive	Directs changed work before sum/time are fully agreed, as the contract provides

Verify the official form title and edition before use. Do not substitute, alter, or combine editions merely because a prior project used them. A project can intentionally use an older form, a custom form, or a different format; use it only after confirming the executed contract and authorized workflow permit it.

PART II - Contract Setup

Chapter 5 - Assemble the Governing Contract Set

The contract is the coordinated package of documents incorporated into the agreement. Establish a controlled record before work and billing begin.

- Executed owner-contractor agreement, signatures, and all incorporated exhibits.
- Applicable general conditions and every supplementary/special condition.
- Drawings, specifications, addenda, and enumerated procurement documents.
- Insurance and bond requirements, endorsements, and required certificates.
- Modifications issued after execution: change orders, directives, amendments, and written authorizations.
- For cost-of-the-work/GMP projects: GMP amendment or basis documents, estimate, assumptions, allowances, contingencies, and cost-reporting requirements.

Confirm legal entity names, dates, attachments, incorporated-document lists, and the project's stated order of precedence. Do not invent an order of precedence if the contract does not provide one. Preserve final, current, draft, and superseded versions distinctly.

Chapter 6 - Payment and Cost-Structure Setup

For every project, identify the payment basis, application form, billing cutoff, submission recipients, approval/certification path, owner payment timing, retainage terms, stored-material terms, required releases, and downstream payment requirements.

For a cost-of-the-work or GMP project, establish:

- A reimbursable/non-reimbursable cost matrix based on the executed definitions.
- Cost codes that align payroll, commitments, invoices, equipment, general conditions, and ledger records to the contract.
- The fee basis, fee caps if any, treatment of change work, and any excluded costs.
- The GMP basis, including estimate date, design assumptions, exclusions, allowances, contingencies, savings provisions, and approval rules.
- A required monthly cost-report template showing incurred cost, commitments, estimate to complete, forecast at completion, contingency movement, and headroom where the contract requires it.

Chapter 7 - Notice Matrix, Authority, and Record Controls

Build a notice matrix before a potential issue arises. For each notice type, record the trigger, deadline, required content, recipient, copy recipient, delivery method, and proof of delivery. Do not assume email meets a contractual notice provision.

Issue type	Control
Potential change / claim	Calendar the contract-specific trigger and notice requirement; preserve delivery proof

Issue type	Control
Delay / time impact	Issue timely notice, maintain schedule and field records, and identify potential critical-path effect
Differing/concealed condition	Follow the contract-specific notice and preservation procedure; avoid disturbing conditions where the contract or safety permits
Payment issue	Log submission, review/certification, reduction, payment, retainage, and correspondence

Authority control

Maintain a written authority matrix identifying who can authorize changes, accept a payment application, direct work, issue notices, approve stored-material billing, execute releases, and sign closeout documents. A verbal direction may be evidence of an event, but it is not automatically contractual authorization to perform extra work.

PART III - Pay Applications and Draws

Chapter 8 - Schedule of Values and Continuation Sheets

A schedule of values (SOV) is the project's breakdown of the contract sum into measurable portions of work. G703-1992 and G703CW-2021 are continuation-sheet forms commonly used to present payment detail and SOV information. The executed contract determines required format, level of detail, approval process, and how changes are displayed.

- At setup, reconcile the approved SOV to the original contract sum.
- After authorized changes, reconcile the adjusted/current schedule to the current authorized contract sum.
- Use logical, measurable line items tied to scope, estimate structure, and cost coding.
- Avoid front-loading: values should reasonably reflect the value of work and materials earned.
- Do not double bill stored material after installation; transfer/report the value as the selected form and project process require.

Changes may be incorporated into revised SOV lines or shown separately when the project workflow permits. In all cases, the contract-sum reconciliation, change log, continuation sheet, and application for payment must agree.

Chapter 9 - Payment Applications, Retainage, and Stored Materials

For a conventional G702-style application, the administrative chain is generally: original contract sum; plus/minus authorized changes; equals current contract sum; completed work plus permitted stored materials; less retainage; less the prior amount identified by the required form - such as prior certificates, prior applications, or prior payments; equals the current amount requested. Follow the exact labels and fields in the selected form.

Control	Verification
Contract amount	Matches executed agreement plus authorized modifications
Earned work	Matches verified field progress and continuation-sheet detail
Stored materials	Permitted by contract and supported with required evidence
Retainage	Matches the project-specific contract/statutory rule

Control	Verification
Prior amount	Matches records required by the form and project workflow
Current request	Recalculates and reconciles to all backup

Retainage is contract- and jurisdiction-specific. Confirm the percentage, application to stored material, reduction/release milestones, statutory caps, escrow/interest rules, and conditions allowing withholding.

Stored materials may be billed only as the contract permits. Typical support can include invoices/bills of sale, item descriptions, delivery/location records, photographs, proof of segregation/identification, protection, insurance, title documentation where required, and special approval for off-site storage.

Lien waivers

Use the exact waiver form and timing required by applicable state law, the contract, lender, and project documents. As a general risk-control practice, do not give an unconditional waiver for funds not actually received and cleared. Statutory waiver requirements and enforceability vary by jurisdiction; obtain legal review where the form or state rule is uncertain.

Chapter 10 - Cost-of-the-Work and GMP Billing

Cost-of-the-work and GMP projects commonly require open-book support and may require project-specific cost reporting. The executed agreement controls required categories, frequency, payment form, audit rights, fee calculation, forecast method, contingency reporting, and GMP reconciliation.

- Support reimbursable costs with properly coded payroll, invoices, subcontract applications, equipment/rental records, commitments, and other required evidence.
- Exclude costs the agreement classifies as non-reimbursable.
- Apply the fee only on the contractually stated basis.
- Reconcile incurred cost, commitments, estimate to complete, forecast at completion, contingency movement, and any GMP adjustment.
- Treat reports as contemporaneous controlled records - not after-the-fact narratives.

PART IV - Changes, Time, Claims, and Closeout

Chapter 11 - Changes in the Work

Under the unmodified A201-2017 framework, a Change Order is a written instrument agreed to by the Owner, Contractor, and Architect that changes the Contract Sum, Contract Time, or both. Confirm whether the executed contract changes the parties, authority, pricing method, process, or required signatures.

A Construction Change Directive may direct changed work before price and time are fully agreed. The contract controls valuation and time-adjustment procedures. A Proposal Request requests pricing or information; it is not, by itself, authority to proceed. Architect's Supplemental Instructions are for qualifying minor changes that do not affect cost or time.

Change workflow

- Document the trigger promptly: direction, conflict, request, unforeseen condition, or field event.
- Give contract-required notice and create a potential-change record. Identify known or preliminary cost/time effects and reserve rights as appropriate.
- Price and schedule the event using the contract's required method.
- Obtain contractually valid written authorization before proceeding, unless emergency or another contract clause directs otherwise.
- If urgent work must proceed, document the direction, authority, labor/equipment/material cost, schedule facts, and reservation of rights contemporaneously.
- After authorization, update the change log and payment application in the required format; preserve all backup.

Chapter 12 - Notices, Delays, Claims, and Disputes

A claim is generally a demand for money, time, or other relief that has not been resolved through the ordinary change process. The office protects rights by giving timely, correctly delivered notices and maintaining contemporaneous records.

Claim-timing caution

This section is a workflow reminder, not a deadline calculator. Calendar claim rights only after reviewing the actual licensed agreement, supplementary conditions, amendments, notice provisions, dispute procedures, and applicable law with qualified project or legal guidance.

Under unmodified A201-2017, certain claims first discovered during the correction period are subject to the form's 21-day notice-of-claim requirement. The actual trigger, delivery method, required recipients, and amendments must be confirmed before relying on that period. Claims first discovered after the correction period are treated differently in the standard form; do not infer from that treatment that no other contractual or statutory deadline applies.

Under unmodified A201-2017 §15.2.2, the Initial Decision Maker generally takes action within 10 days after receipt of a claim, using one of the actions allowed by the form. Verify all form language and modifications before calendaring a project deadline. Mediation and binding-dispute-resolution provisions can carry waiver consequences; apply the actual project language, not a generic timeline.

Delay record controls

- Give required notice through the contract-approved method and preserve proof of delivery.

- Maintain daily reports, schedule updates, weather/constraint records, correspondence, photographs, labor/equipment records, and cost support.
- Analyze the asserted effect on the critical path using the accepted schedule and the methodology required by the project.
- Keep entitlement, causation, delay, disruption, productivity, mitigation, concurrency, and damages analysis distinct.

Chapter 13 - Substantial Completion, Closeout, and Final Payment

Substantial Completion is the project-defined stage at which the work, or a designated portion, is sufficiently complete for the owner to occupy or use it for its intended purpose. Where used, G704 may document the milestone and allocate identified remaining responsibilities. The actual certificate and contract control the effects on occupancy, warranties, insurance/risk, utilities, security, liquidated damages, retainage, and punch-list responsibility.

Closeout controls

- Punch-list completion and responsibility tracking.
- Operation and maintenance documents, warranties, training, record information, and turnover materials required by the contract.
- Permits, inspections, certificates, testing, and agency documentation required by the project.
- Required affidavits, releases, downstream documentation, and lien materials.
- Surety consent where required for bonded work.
- Final change reconciliation, final payment application, final schedule/records, and owner/lender-specific closeout documents.

Before requesting, accepting, or releasing final payment, identify unresolved claims, reservations of rights, release language, waiver consequences, and statutory requirements. Obtain project-specific legal guidance where acceptance, release, or final-payment documentation could affect legal rights.

PART V - Digital Workflow, Verification, and Checklists

Chapter 14 - Catina and ACD5 Record Controls

AIA Contract Documents is transitioning customers from the legacy ACD5 environment to the Catina web platform. Transition timing, migration options, access rules, and available features can change. Verify AIA's current guidance before migrating a live project, relying on access timing, or disposing of records.

- Finalized ACD5 documents and related project details may be available in Catina for reference; verify availability for the actual account and project.
- ACD5 projects and custom templates are not necessarily active Catina projects/templates automatically; follow the current project/template migration process.
- Current AIA guidance indicates migrated projects or templates may take time to appear, and repeat migration can create duplicates. Validate the migrated record before relying on it.
- Before resuming administration in Catina, confirm project-team access, user roles, permissions, selected forms, routing, document history, payment-workflow capability, and record retrieval.

- AIA guidance has described a 90-day ACD5 read-access period after a user's migration date. Treat that as a changeable platform policy and verify the current rule immediately before relying on it.

Chapter 15 - Verification Checklist

- Confirm the exact official document title and edition before use.
- Read supplementary conditions and amendments side by side with the base documents.
- Verify state-specific prompt-payment, retainage, lien-waiver, mechanics-lien, anti-indemnity, licensing, and limitations/repose requirements.
- Coordinate insurance and bond requirements with actual certificates, endorsements, policies, and bonds.
- Maintain a pay-application log: period, amount requested, certified/approved amount, submission date, payment date, retainage, and explanation of reductions.
- Maintain a controlled change log and notice log with delivery proof.
- Archive final documents and billing/claim/closeout evidence in a retrievable project record.

Appendix - Quick Reference

Term	Working meaning
Application for Payment	Periodic request for payment using the project-required form and backup
Certificate for Payment	Architect certification of the amount due where the contract uses one
Change Order	Authorized written change to contract sum, contract time, or both
Construction Change Directive	Directive process allowing changed work before price/time are fully agreed
GMP	Guaranteed Maximum Price; contractual ceiling subject to its terms and adjustments
Lien waiver	State-law-sensitive release of lien rights for specified work/payment
Notice matrix	Project tool listing notices, triggers, deadlines, recipients, method, and delivery proof
Retainage	Contractual/statutory amount withheld from progress payments as security
SOV	Schedule of values; breakdown of work values for payment administration
Stored materials	Qualifying uninstalled materials billable only as the contract permits
Substantial Completion	Project-defined occupancy/use milestone
Time-impact analysis	Schedule analysis of an event's critical-path effect

Final reminder

This book is a disciplined administration framework, not a legal opinion. The executed project documents, applicable law, and qualified professional advice govern. Escalate issues involving payment rights, notices, releases, claims, insurance, bonds, termination, and final payment before a deadline or signature can affect legal rights.

Source-verification note: This manuscript was aligned to current AIA Contract Documents catalog and Catina/ACD5 guidance available during the review. Because form catalogs, platform policies, project requirements, and law change, confirm current official sources and the licensed project documents before use.

AIA and AIA Contract Documents are trademarks of The American Institute of Architects.

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THE CONSTRUCTION OFFICE PAY PLAYBOOK

APPENDIX A

Blank Owner–Contractor Construction Agreement

Independent, print-ready form for use with The Construction Office Pay Playbook

NOT AN OFFICIAL AIA DOCUMENT. This independently written agreement is not issued, approved, affiliated with, or endorsed by the American Institute of Architects (AIA). It does not reproduce or substitute for a licensed AIA contract.

How to use this appendix

Complete every field that applies; write **"Not applicable"** where a term does not apply. Attach a detailed scope, drawings and specifications, schedule of values, payment schedule, and insurance requirements. Both parties should review the completed terms and retain a signed copy.

The form that follows is a general educational starting point for an owner–contractor relationship. It is not legal advice or a guarantee of enforceability. Have a construction attorney adapt it for the state and city of the project, contract value, licensing, lien rights, consumer notices, bonds, and mandatory cancellation or disclosure rules.

Need the actual AIA contract?

For a **fixed-price conventional project**, review the official **AIA A101–2017** (typically coordinated with the A201 general conditions). For a **smaller and less complex project**, review **AIA A105–2017**. These are licensed, copyrighted forms and are not included here.

Official information and licensed documents: [learn.aiacontracts.com](https://www.aiacontracts.com) / [A-Series owner–contractor agreements](#).

Before anyone signs

- [] Identify both parties by their full legal names and verify authority to sign.
- [] Attach the exact project scope, inclusions, exclusions, allowances, and drawings.
- [] Agree on contract sum, pay-application timing, retainage, and written change orders.
- [] Confirm permit responsibility, insurance, site access, lead times, and schedule.
- [] Review state-specific contract language, lien disclosures, and required notices.

Book publication note: This appendix can be distributed as part of this independent educational book. If you wish to reproduce an actual blank AIA form in an edition of the book, obtain written permission from AIA before publication.

OWNER–CONTRACTOR CONSTRUCTION AGREEMENT

Fill in all relevant blanks. Include signed exhibits. This agreement is effective on the date entered below.

1. Parties and project

Agreement effective date

Contract reference / job number

Owner: full legal name

Contractor: full legal name

Owner mailing address

Contractor mailing address

Owner email and telephone

Contractor email and telephone

Contractor license / registration no.

License jurisdiction / expiration

Project name and physical address

Owner authorized representative

Contractor project representative

2. Work and contract documents

Contractor will furnish the labor, supervision, equipment, materials, and services described in the signed exhibits to perform the Work. Applicable permits, approved drawings, specifications, and lawful inspection requirements will govern the Work as appropriate. The following attached exhibits are incorporated only if expressly identified below.

Signed exhibit list: scope / plans / schedule / schedule of values / specifications / other

If documents conflict, agreed order of precedence (subject to law)

OWNER–CONTRACTOR AGREEMENT

Project / contract reference: _____

3. Scope, exclusions, and allowances

The detailed Work is described in **Exhibit A** or the attachment identified here: _____. Work outside that written scope is excluded unless added by a written change order.

Principal work to be performed (or reference attachment)

Items excluded, supplied by Owner, or furnished by separate contractors

Allowances, quantities, unit prices, and how overages are handled

4. Price, taxes, and contingency

The agreed basis of compensation must be selected and completed before signing. If fixed price, the price covers only the defined Work, subject to signed changes. For other methods, attach the agreed rates and reimbursable-cost rules.

☐ Fixed total price ☐ Time and materials (attach rate sheet) ☐ Other: _____

Original contract sum (\$)

Sales/use tax treatment

Owner-held contingency (\$), if any

Contractor allowance total (\$), if any

Clarifications about pricing or escalation

OWNER–CONTRACTOR AGREEMENT

Project / contract reference: _____

5. Payment and applications

Contractor will submit applications for payment showing the value of completed Work and properly stored materials, supported by the agreed schedule of values and reasonable substantiation. Owner will review and pay undisputed amounts by the deadline below. Any disputed amount and reason will be identified promptly in writing. Partial payments do not automatically establish final acceptance.

Deposit / mobilization payment (\$)

Payment application frequency / due date

Owner review period (calendar days)

Payment due after approved application (days)

Retainage rate (%) if lawful

Retainage release milestone

Payment schedule / schedule of values attachment / other milestones

Final payment is due after the agreed closeout deliverables and completion requirements are satisfied, subject to applicable law and any properly documented unresolved items. Lien waivers/releases may be required only in the form and timing permitted by governing law.

6. Schedule and milestones

Notice-to-proceed date / condition

Planned start date

Target substantial completion

Target final completion

Interim milestones, working hours, access limitations, and schedule attachment

OWNER–CONTRACTOR AGREEMENT

Project / contract reference: _____

7. Changes, concealed conditions, and delays

A modification of scope, price, or time will be recorded in a written change order signed by both parties before the changed Work proceeds, except emergency protective action required for immediate safety or property protection. Each change should state the description, cost adjustment, time adjustment, and supporting documentation.

Authorized change-order signatories / approval method

If concealed site conditions, unsuitable materials, differing quantities, design conflicts, utility conflicts, weather, supply disruption, or other events affect cost or schedule, the affected party will give written notice within the agreed time and describe the expected effects. Equitable adjustments, if any, require the documented written process agreed below and applicable law.

Notice of delay within (days)

Change pricing / markup method

Delay documentation, excusable delays, and time-extension procedure

8. Site, permits, and responsibilities

Owner: provide lawful access and information about known site conditions, boundaries, utilities, easements, and restrictions reasonably needed to perform the Work. **Contractor:** supervise its operations, coordinate its subcontractors, and maintain the site in reasonably orderly condition. Allocation of permits, testing, temporary utilities, and inspections must be specified below.

Building permit obtained / paid by

Inspections scheduled by

Testing and special inspections by

Temporary power / water provided by

Owner-furnished materials; protection, delivery, and responsibility terms

OWNER–CONTRACTOR AGREEMENT

Project / contract reference: _____

9. Safety, workmanship, and insurance

Contractor is responsible for the safety of its operations and will comply with applicable workplace safety rules, including OSHA requirements where applicable. Contractor will perform the Work in a good and workmanlike manner consistent with the signed contract documents and applicable building codes. Specialized design services must be separately assigned to properly licensed professionals where required.

Each party will maintain any insurance required by law and the coverages and limits identified here or in an attached insurance exhibit. Certificates and endorsements should be provided before applicable work begins. Terms assigning risk, indemnity, or additional-insured obligations must be reviewed under local law.

Contractor general liability limit (\$)

Workers compensation (statutory / other)

Auto liability limit (\$)

Builder risk / property coverage by

Additional insurance, bonds, endorsements, or insurance exhibit

10. Completion, correction, and warranty

At substantial completion, Contractor will notify Owner and identify incomplete or corrective items on a written punch list. After final completion, Contractor will provide agreed warranties, permits, inspection approvals, operation manuals, and closeout documents. Any warranty or correction period below is in addition to rights or obligations that cannot lawfully be waived.

Agreed workmanship warranty period

Closeout / punch-list review period

Warranty exclusions, manufacturer warranties, and turnover documents

OWNER–CONTRACTOR AGREEMENT

Project / contract reference: _____

11. Suspension, termination, and claims

Either party may deliver a written notice describing a material default and the time allowed to cure it, consistent with governing law. The parties will follow the agreed suspension and termination procedure below. On termination, payment for properly performed Work and allowable commitments will be reconciled, with credits for prior payments and legal rights preserved.

Notice and cure period (days)

Allowed suspension notice (days)

Termination payment rules; treatment of deposits, materials, and demobilization

Before a formal dispute proceeding, the parties will attempt good-faith negotiation and may choose voluntary mediation. Any required arbitration or venue must be expressly selected and legally valid; leaving an option blank does not imply consent.

Selected dispute process (negotiation / mediation / court / arbitration)

Governing state law

County / venue, if legally permitted

12. Notices

Formal notices under this agreement are sent to the representatives and addresses identified below by the following agreed methods, subject to any mandatory statutory notice requirements.

Owner notice email / address

Contractor notice email / address

Notice method(s) and when notice is deemed received

OWNER–CONTRACTOR AGREEMENT

Project / contract reference: _____

13. Additional terms and exhibits

The parties may attach additional terms that are dated and signed or initialed by both parties. This agreement, together with its listed exhibits and later properly authorized amendments, expresses the parties' written understanding. No person may change a term without authority under the agreed change procedure. The parties should have counsel verify required local clauses and enforceability.

Special conditions, state-required notices, lien disclosures, or attachment reference

Exhibits attached (check and identify versions)

☐ A – Detailed Scope of Work / exclusions ☐ B – Plans and Specifications

☐ C – Schedule of Values / payment schedule ☐ D – Milestone Schedule

☐ E – Insurance / bonds ☐ F – Allowances / unit rates ☐ Other: _____

14. Signatures

By signing, the undersigned represent that they have authority to bind the named parties and agree to the completed terms and identified exhibits.

OWNER – authorized signature

CONTRACTOR – authorized signature

Printed name and title

Printed name and title

Date signed

Date signed

Reminder: Keep this signed agreement and all exhibits together. This is an independent template, not the AIA A101 or A105 form. Attorney review is especially important for residential consumers, public work, licensed trades, and state-specific lien and notice provisions.