



BUILDING AGREEMENT

AGREEMENT

BETWEEN

DOMINECK DIGREGORI ,

Contractor

AND

TREE OF LIFE, A CORPORATION

Owner

FOR

The complete erection of a

Brick Synagogue

19

ARCHITECT

HARRY W. ALTMAN

A. B. MEYER

AMOUNT OF CONTRACT

\$ 44,796.00

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This Agreement, made the 7th day of July in the year one thousand nine hundred and twenty-four by and between DOMINECK DIGREGORI, under the name and style of Republic Construction Company, of Republic, Redstone Township, Fayette County, Pennsylvania,

party of the first part (hereinafter designated the Contractor), and

TREE OF LIFE, A CORPORATION

OF

UNIONTOWN, PENNSYLVANIA.

party of the second part (hereinafter designated the Owner)

Witnesseth, that the Contractor , in consideration of the agreements herein made by the Owner , agree with the said Owner as follows:

ARTICLE I. The Contractor shall and will provide all the materials and perform all the work for the

Complete erection of a Brick Synagogue as called for in specifications and shown on plans, to be complete in every particular, except those items reserved under reservation.

as shown on the drawings and described in the specifications prepared by

HARRY W. ALTMAN

Architect, which drawings and specifications are identified by the signatures of the parties hereto, and become hereby a part of this contract.

ART. II. It is understood and agreed by and between the parties hereto that the work included in this contract is to be done under the direction of the said Architect, and that his decision as to the true construction and meaning of the drawings and specifications shall be final. It is also understood and agreed by and between the parties hereto that such additional drawings and explanations as may be necessary to detail and illustrate the work to be done are to be furnished by said Architect, and they agree to conform to and abide by the same so far as they may be consistent with the purpose and intent of the original drawings and specifications referred to in Art. I.

It is further understood and agreed by the parties hereto that any and all drawings and specifications prepared for the purpose of this contract by the said Architect are and remain his property, and that all charges for the use of the same, and for the services of said Architect, are to be paid by the said Owner.

ART. III. No alterations shall be made in the work except upon written order of the Architect ; the amount to be paid by the Owner or allowed by the Contractor by virtue of such alterations to be stated in said order. Should the Owner and Contractor not agree as to amount to be paid or allowed, the work shall go on under the order required above, and in case of failure to agree, the determination of said amount shall be referred to arbitration, as provided for in Art. XII of this contract.

ART. IV. The Contractor shall provide sufficient, safe and proper facilities at all times for the inspection of the work by the Architect or his authorized representatives; shall, within twenty-four hours after receiving written notice from the Architect to that effect, proceed to remove from the grounds or buildings all materials condemned by him, whether worked or unworked, and to take down all portions of the work which the Architect shall by like written notice condemn as unsound or improper, or as in any

way failing to conform to the drawings and specifications, and shall make good all work damaged or destroyed thereby.

ART. V. 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 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, for the purpose of completing the work included under this contract, of all materials, tools and appliances 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.

ART. VI. The Contractor shall complete the several portions, and the whole of the work comprehended in this Agreement by and at the time or time hereinafter stated, to wit:

..... This building shall be completed at 5 o'clock P. M., January
..... 1, 1925. Work on the building shall start upon the signing of
..... this contract.

ART. VII. Should the Contractor be delayed in the prosecution or completion of the work by the act, neglect or default of the Owner, of the Architect, or of any other contractor employed by the Owner upon the work, or by any damage caused by fire or other casualty for which the Contractor is not responsible, or by combined action of workmen in no wise caused by or resulting from default or collusion on the part of the Contractor, then the time herein fixed for the completion of the work shall be extended for a period equivalent to the time lost by reason of any or all the causes aforesaid, which extended period shall be determined and fixed by the Architect; but no such allowance shall be made unless a claim therefor is presented in writing to the Architect within forty-eight hours of the occurrence of such delay.

ART. VIII. The Owner agree to provide all labor and materials essential to the conduct of this work not included in this contract in such manner as not to delay its progress, and in the event of failure so to do, thereby causing loss to the Contractor, agree that He will reimburse the Contractor for such loss; and the Contractor agree that if He shall delay the progress of the work so as to cause loss for which the Owner shall become liable, then He shall reimburse the Owner for such loss. Should the Owner and Contractor fail to agree as to the amount of loss comprehended in this Article, the determination of the amount shall be referred to arbitration as provided in Art. XII of this contract.

ART. IX. 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.....

..... Forty-four thousand, seven hundred, ninety-six dollars
..... (\$44,796.00)

subject to additions and deductions as hereinbefore provided, and that such sum shall be paid by the Owner to the Contractor, in current funds, and only upon certificates of the Architect, as follows:

Estimates shall be issued by the Architect for the following amounts, when certain particular parts of the building are completed as herein below stated:

- (1) The Contractor shall be paid Ten thousand dollars (\$10,000) when excavation and foundation is entirely completed.
(2) When the building is under roof, the Contractor shall be paid the sum of Twelve thousand dollars (\$12,000).
(3) When the plastering has been completed, the Contractor shall be paid the sum of Twelve thousand dollars (\$12,000).
(4) Sixty days after the building has been approved by the Architect as being entirely completed, the Contractor shall be paid the final payment of Ten thousand, seven hundred, ninety-six dollars (\$10,796.)

The final payment shall be made within Sixty days after the completion of the work included in this contract, and all payments shall be due when certificates for the same are issued.

If at any time there shall be evidence of any lien or claim for which, if established, the Owner of the said premises might become liable, and which is chargeable to the Contractor, the Owner shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify Them against such lien or claim. Should there prove to be any such claim after all payments are made, the Contractor shall refund to the Owner all moneys that the latter may be compelled to pay in discharging any lien on said premises made obligatory in consequence of the Contractor default.

ART. X. It is further mutually agreed between the parties thereto that no certificate given or payment made under this contract, except the final certificate or final payment, shall be conclusive evidence of the performance of this contract, either wholly or in part, and that no payment shall be construed to be an acceptance of defective work or improper materials.

ART. ~~IX~~ The Owner shall during the progress of the work maintain insurance on the same against loss or damage by fire. The policies to cover all work incorporated in the building and all materials for the same on the premises, and to be made payable to the parties hereto, as shown in the schedule hereunto attached.

ART. XII. In case the Owner and Contractor fail to agree in relation to matters of payment, allowance or loss referred to in Arts. III or VIII of this contract, or should either of them dissent from the decision of the Architect referred to in Art. VII of this contract, which dissent shall have been filed in writing with the Architect within ten days of the announcement of such decision, then the matter shall be referred to a Board of Arbitration to consist of one person selected by the Owner, and one person selected by the Contractor, these two to select a third. The decision of any two of this Board shall be final and binding both parties hereto. Each party hereto shall pay one-half of the expense of such reference.

ART. XIII. It is hereby agreed and understood that the Workmen's Compensation Act of the Commonwealth of Pennsylvania, approved June 2, 1915, P. L. 736, and the several amendments and supplements thereto, shall not apply to the owner under this contract, or any modifications, alterations, extensions or additions thereto, whether express or implied, and the contractor shall protect himself and the owner with insurance against liability under the provisions of said Act. The owner reserves the right to annul this contract for the breach of above covenant.

The Contractor hereby releases and forfeits all right to file a mechanic lien against the proposed construction, and agrees to execute a Non-lien agreement which shall be taken and considered as a part of, and supplemental of this agreement.

The said parties for themselves, their heirs, successors, executors, administrators and assigns, do hereby agree to the full performance of the covenants herein contained.

In Witness Whereof, the parties to these presents have hereunto set their hands and seals, the day and year first above written.

In Presence of
Attest. John Trubisky Secy.
Char. S. Rowman Witness.

Domenico Degregori
TREE OF LIFE
By Alex Cohen Pres.
(SEAL)
(SEAL)
(SEAL)
(SEAL)