

Made in Duplicate

## Agreement

BETWEEN

New Castle Lumber & Const. Co.  
Contractor

AND

Temple Israel Congregation  
Owner

FOR

The erection of a House of  
Worship on the N.E. Cor. of  
Highland and Moody Aves.  
New Castle, Pa.

April 18th 19<sup>27</sup>

ARCHITECT

J.A. Altschuler, 115cE. North

Amount of Contract

\$ 33125.00

# This Agreement

Made the 18th day of April in the year one thousand nine hundred and Twenty-Seven by and between The New Castle Lumber & Construction Co., of New Castle, Lawrence County, Commonwealth of Penna.

party of the first part (hereinafter designated the Contractor S), and Temple Israel Congregation Inc. of New Castle, Lawrence County, Commonwealth of Penna.

party of the second part (hereinafter designated the Owner S), WITNESSETH that the Contractor S, in consideration of the agreements herein made by the Owners, agree with the said Owner S as follows:

ARTICLE I. The Contractor S shall and will provide all the materials and perform all the work for the erection and completion of a House of Worship on the Owners lot located on the Northeast corner of Highland and Moody Aves. in the City of New Castle, Lawrence County, Commonwealth of Penna., to be done according to List Of Changes & Corrections attached to the Specifications and considered a part of them

and as shown on the drawings and described in the specifications prepared by J. A. Altschuler, 115 E. North, New Castle, Pa. Registered Architect, which drawings and specifications are identified by the signatures of the parties hereto, and become hereby a part of this contract.

ARTICLE 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 Article I.

It is further understood and agreed by the parties hereto that any and all drawings and specifications prepared for the purposes 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 .

ARTICLE III. No alterations shall be made in the work except upon written order of the Architect; the amount to be paid by the Owner S or allowed by the Contractor S by virtue of such alterations to be stated in said order. Should the Owner S and Contractor S not agree as to the 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 Article XII of this contract.

ARTICLE IV. The Contractor S 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.

ARTICLE V. Should the Contractor<sup>s</sup> 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<sup>s</sup> shall be at liberty, after three days written notice to the Contractor<sup>s</sup>, 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<sup>s</sup> under this contract; and if the Architect shall certify that such refusal, neglect or failure is sufficient ground for such action, the Owner<sup>s</sup> shall also be at liberty to terminate the employment of the Contractor<sup>s</sup> 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<sup>s</sup> they 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 not exceed the expense incurred by the Owner<sup>s</sup> in finishing the work, such excess shall be paid by the Owner<sup>s</sup> to the Contractor<sup>s</sup>; but if such expense shall exceed such unpaid balance, the Contractor<sup>s</sup> shall pay the difference to the Owner<sup>s</sup>. The expense incurred by the Owner<sup>s</sup> 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.

ARTICLE VI. The Contractor<sup>s</sup> shall complete the several portions, and the whole of the work comprehended in this Agreement by and at the time or times hereinafter stated, to wit:

The entire building shall be completed Sept. 15th, 1927.  
The owners agree to pay the contractors \$25.00 a day for each day in advance of the time stated above, the contractors complete the building.  
The Contractors agree to pay the owners \$25.00 per day for each day in excess of the time stated above, the contractors complete the building.

ARTICLE VII. Should the Contractor<sup>s</sup> be delayed in the prosecution or completion of the work by the act, neglect or default of the Owner<sup>s</sup>, of the Architect, or of any other contractor employed by the Owner<sup>s</sup> upon the work, or by any damage caused by fire or other casualty for which the Contractor<sup>s</sup> are 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<sup>s</sup>, 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.

ARTICLE VIII. The Owner<sup>s</sup> 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<sup>s</sup>, agree that they will reimburse the Contractor<sup>s</sup> for such loss; and the Contractor<sup>s</sup> agree that if they shall delay the progress of the work so as to cause loss for which the Owner<sup>s</sup> shall become liable, then they shall reimburse the Owner<sup>s</sup> for such loss. Should the Owner<sup>s</sup> and Contractor<sup>s</sup> 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 Article XII of this contract.

ARTICLE IX. It is hereby mutually agreed between the parties hereto that the sum to be paid by the Owner<sup>s</sup> to the Contractor<sup>s</sup> for said work and materials shall be  
Thirty-Three Thousand One Hundred and Twenty-Five  
(\$33,125) Dollars.

subject to additions and deductions as hereinbefore provided, and that such sum shall be paid by the

Owner <sup>S</sup> to the Contractor<sup>S</sup> , in current funds, and only upon certificates of the Architect, as follows: Eighty percent of the work completed in the building as estimated by the Architect, payable every thirty days.

This contract shall be a non lieu contract and shall so be recorded at the County Courthouse.

The final payment shall be made within 30 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 <sup>S</sup> of the said premises might become liable, and which is chargeable to the Contractor<sup>S</sup>, the Owner<sup>S</sup> shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify 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.~~

ARTICLE X. It is further mutually agreed between the parties hereto 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.

ARTICLE XI. The Owner <sup>S</sup> shall during the progress of the work maintain insurance on the same against loss or damage by fire, the contractor to pay his pro-rata share the policies to cover all work incorporated in the building, and all materials for the same in or about the premises, and to be made payable to the parties hereto, as their interest may appear.

ARTICLE XII. In case the Owner <sup>S</sup> and Contractor <sup>S</sup> fail to agree in relation to matters of payment, allowance or loss referred to in Articles III or VIII of this contract, or should either of them dissent from the decision of the Architect referred to in Article 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 Owners <sup>S</sup>, and one person selected by the Contractor <sup>S</sup>, these two to select a third. The decision of any two of this Board shall be final and binding on both parties hereto. Each party hereto shall pay one-half of the expense of such reference.

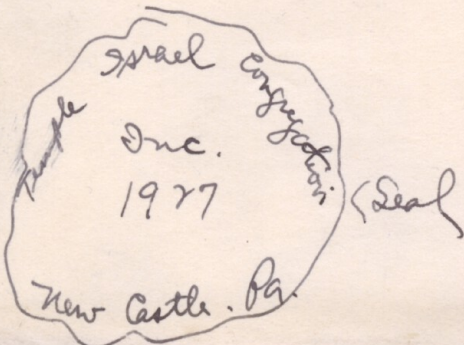
The said parties for themselves, their heirs, successors, executors, administrators and assigns, do hereby agree to the full performance of the covenants herein contained.

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

Abraham Levine, Secy Temple Israel Cong  
A. C. DiToro

New Castle, Pa  
per A. DiToro  
Temple Israel of New Castle Pa  
M. Terkhanov  
B. Blum Chairman Bldg Committee



J. A. ALTSCHULER, B. OF ARCH.

REGISTERED ARCHITECT

NEW CASTLE, PA.

LIST OF CHANGES AND CORRECTIONS

This list of changes and corrections shall be considered a part of the General Specifications and Contract and shall take precedence over the Addenda and General Specifications wherein the items following apply.

- (1) Roof of front stairway enclosures to be covered with pine flooring.
- (2) All ground around building to be graded to levels as shown on plans.
- (3) All exterior doorways shall be provided with metal thresholds furnished by contractor.
- (4) All toilet and shower partitions shall be approved type of metal partitions provided with all hardware and accessories.
- (5) Timber lintels in Masonry openings shall be dispensed with and steel angle lintels used.
- (6) All mortar for masonry shall be composed of 1 part approved brand of Portland cement, 3 parts of clean sharp sand and only sufficient lime to make mortar workable.
- (7) All lath shall be National Steel Fabric plaster base lath.
- (8) Walls of rear portion of building shall be 10" wall instead of 13" wall.
- (9) Roof shall be Barber Asphalt roof as specified in General specifications and Rear portion shall be laid with Gardner cement tile.
- (10) All decoration shall be followed according to General specifications except that the first coat shall be a good oil size and this to be followed with a heavy oil coat in colors to suit Architect. Stencil work shall be done over this coat.
- (11) All Masonry trimming shall be as marked on drawings Terra Cotta and Stone.