

THE UNIFORM CONTRACT.

FORM OF CONTRACT

ADOPTED AND RECOMMENDED FOR GENERAL USE BY THE
AMERICAN INSTITUTE OF ARCHITECTS
AND THE
NATIONAL ASSOCIATION OF BUILDERS.

AGREEMENT

BETWEEN

Lowry & Wolf

Contractor.

AND

Morris Frankel B. Glus & others

Owner.

FOR

Shane Synagogue

AT

Amor St. Homestead Pa

DATED

July 22nd 1901

189.....

ARCHITECTS,

Wilson & Ludeman

McKeesport Pa

AMOUNT OF CONTRACT,

\$2979 ^{x 1}/₀₀

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ADOPTED AND RECOMMENDED FOR GENERAL USE

BY THE

AMERICAN INSTITUTE OF ARCHITECTS

AND THE

NATIONAL ASSOCIATION OF BUILDERS.

Wilson & Lindemann
ARCHITECTS.

This Agreement, made the *Twenty Second* day of

July in the year one thousand ~~eight hundred and ninety~~ *nine hundred & one*

by and between *Lowry & Wolf of the City of McKeesport*
County of Allegheny, State of Pennsylvania

party of the first part

(hereinafter designated the Contractor), and *Morris Frankel, B. Elias, B. Hepps*
M. N. Reis, Joseph Lasdusky, H. Mossowitz & H. Haupt, A. Moranz
Special Building Committee of the Borough
of Homestead County of Allegheny, State of Pennsylvania

party of the second part

(hereinafter designated the Owner),

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

ARTICLE I. The Contractor under the direction and to the satisfaction of

Wilson & Lindemann Architects,

acting for the purposes of this contract as agents of the said Owner, shall and will provide all the materials and perform all the work mentioned in the specifications and shown on the drawings prepared by the said

Architects for the *Erection & Completion of a Frame Synagogue*
for the Rodef Solem Hebrew Congregation
to be built on a certain Lot or piece of ground
situated on Amos Street Homestead Pa

which drawings and specifications are identified by the signatures of the parties hereto.

ART. II. The Architects shall furnish to the Contractor such further drawings or explanations as may be necessary to detail and illustrate the work to be done, and the Contractor shall conform to the same as part of this contract so far as they may be consistent with the original drawings and specifications referred to and identified, as provided in Art. I.

It is mutually understood and agreed that all drawings and specifications are and remain the property of the Architects.

ART. III. No alterations shall be made in the work shown or described by the drawings and specifications, except upon a written order of the Architects, and when so made, the value of the work added or omitted shall be computed by the Architects, and the amount so ascertained shall be added to or deducted from the contract price. In the case of dissent from such award by either party hereto, the valuation of the work added or omitted shall be referred to three (3) disinterested Arbitrators, one to be appointed by each of the parties to this contract, and the third by the two thus chosen; the decision of any two of whom shall be final and binding, and each of the parties hereto shall pay one-half of the expenses of such reference.

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

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 Architects, the Owner shall be at liberty, after *Three* 3 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 Architects 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 comprehended 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 Architects, 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 times hereinafter stated *On or before*

the first day of November 1901.

The contractors agree to have the building far enough advanced to completion (i.e. Roof on building & all of the seats in place. And allow the said parties of the second part to have the use of the Building for fourteen days from the 10th of September & the fullness day of October 1901. The days between the above dates that the said parties wish to use the building. The Secretary of the Congregation shall give the Contractors two days notice

provided that *The Contractor are given possession of the premises at the time of signing this Agreement-*

ART. VII. Should the Contractor be obstructed or delayed in the prosecution or completion of his work by the act, neglect, delay or default of the Owner, or the Architects, or of any other contractor employed by the Owner upon the work, or by any damage which may happen by fire, lightning, earthquake or cyclone, or by the abandonment of the work by the employees through no default 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 of the causes aforesaid; but no such allowance shall be made unless a claim therefor is presented in writing to the Architects within twenty-four hours of the occurrence of such delay. The duration of such extension shall be certified to by the Architects, but appeal from their decision may be made to arbitration, as provided in Art. III of this contract.

ART. VIII. The Owner agrees to provide all labor and materials not included in this contract in such manner as not to delay the material progress of the work, and in the event of failure so to do, thereby causing loss to the Contractor, agrees that he will reimburse the Contractor for such loss; and the Contractor agrees that if he shall delay the material progress of the work so as to cause any damage for which the Owner shall become liable (as above stated), then he shall make good to the Owner any such damage. The amount of such loss or damage to either party hereto shall, in every case, be fixed and determined by the Architects or by arbitration, as provided in Art. III 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 \$ 2,979 ²¹/₁₀₀ Twenty
Nine hundred & Seventy nine dollars

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

First Payment. The sum of Two hundred dollars \$ 200 ⁰⁰/₁₀₀ when the foundation walls are completed & the first floor joist are laid in position
Second Payment: The sum of Five hundred dollars \$ 500 ⁰⁰/₁₀₀ when the roof of the Building is completed.

Third or Final Payment. The balance the sum of Twenty two hundred & Seventy nine dollars \$ 2,279 ²¹/₁₀₀ at the time stated below

The final payment shall be made within 30 days after this contract is fulfilled.

All payments shall be made upon written certificates of the Architects to the effect that such payments have become due.

If at any time there shall be evidence of any lien or claim for which, if established, the Owner or 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 him 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's default.

ART. 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.

ART. XI. The Owner shall during the progress of the work maintain full insurance on said work, in his own name and in the name of the Contractor, against loss or damage by fire. The policies shall cover all work incorporated in the building, and all materials for the same in or about the premises, and shall be made payable to the parties hereto, as their interest may appear.

To insure the faithful compliance with the terms of this contract & performance of the work the said parties of the First Part. (Contractors) agree to furnish to the parties of the second part a Bond in the sum of \$ 3500 ⁰⁰/₁₀₀. To insure the faithful compliance of these part of this contract the said parties of the second part agree to furnish to the said parties of the first part a Bond in the sum of \$ 3500 ⁰⁰/₁₀₀.

ART. XII. The said parties for themselves, their heirs, 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

W. J. Wilson
(for both Signatories)

Laury and Hall
Ralph Laury

Bernhard Heppes
for A. H. C. R. S.

