

A G R E E M E N T

Between

ENGLAND & ALLEN, Contractors.

And

THE SALIDA LIBRARY ASS'N.

Owner.

For

A LIBRARY BUILDING

At

Salida, Colorado.

Dated

OCTOBER 17th, 1907.

ARCHITECTS.

MacLaren & Thomas,

419-421 Hagerman Building,
Colorado Springs, Colorado.

AMOUNT OF CONTRACT,

(\$10,895.00)

Copy

THE UNIFORM CONTRACT.
Form of Contract,
Adopted and Recommended
for General use by the
AMERICAN INSTITUTE OF ARCHITECTS
And The
NATIONAL ASSOCIATION OF BUILDERS.

It is mutually understood and agreed that all drawings
and specifications are to remain the property of
MaLaren & Thomas,
ARCHITECTS.

ART. III. No alterations shall be made in the work

THIS AGREEMENT, made the seventeenth day of October,
in the year of our Lord one thousand nine hundred and seven, by and
between S. J. England and G. W. Allen, Co-partners, doing business
as England and Allen, of Salida, State of Colorado, party of the
first part, (hereinafter designated the Contractors), and The
Salida Library Association of the Town of Salida, Chaffee County,
State of Colorado, (hereinafter designated the Owner), party of
the second part:

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

ARTICLE I. The Contractors, under the direction and to
the satisfaction of MaLaren & Thomas, 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 Library building to be erected on Lots
24, 25 and 26, in Block 58, Haskell's Addition to the town of
Salida, Chaffee County, State of Colorado, which drawings and
specifications are identified by the signatures of the parties
hereto.

ART. II. The Architects shall furnish the Contractors
such further drawings or explanations as may be necessary to detail

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and illustrate the work to be done, and the Contractors shall conform to the same as part of this contract so far as may be consistent with the original drawings and specifications referred to and identified, as provided in Art. 1.

It is mutually understood and agreed that all drawings and specifications are to 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 Contractors 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 contractors at any time refuse or neglect to supply a sufficiency of properly skilled workmen, or of

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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 five (5) days' written notice to the Contractors, 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 Contractors 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 Contractors 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 Contractors 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 exceed the expense incurred by the Owner in finishing the work, such excess shall be paid by the Owner to the Contractors, but if such expense shall exceed such unpaid balance, the Contractors shall pay the difference to the Owner. The expense incurred by the Owner as herein provided, either for furnishing materials or for furnishing 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.

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ART. VI. The Contractors shall complete the several portions, and the whole of the work comprehended in this Agreement by and at the time or times hereinafter stated by the fifteenth day of May, in the year one thousand Nine hundred and eight.

The Contractors shall send a weekly report to the Architects, stating the progress of the work.

ART. VII. Should the Contractors be obstructed or delayed in the prosecution or completion of their 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 the 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 Contractors, 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 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 Contractors, agrees that he will reimburse the contractors for such loss; and the Contractors agree that if they shall delay the material progress of the work so as to cause any damage for which the Owner shall become liable

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(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.

The attached contract is based upon the following changes in the plans and specifications, mutually agreed upon between the contracting parties:

(1) To substitute concrete for all stone foundation walls, including water table but omitting projecting footings. Concrete to be composed of 1 part Portland cement, 4 parts sand and 3 parts hard stone. To be deposited between forms and thoroughly tamped and to be finished on outside with a 1/2" coat of 1 to 4 cement, the portions exposed and above grade to be trowelled smooth and stroked to represent stone joints. Portions exposed and above grade to receive one coat of cold water paint of approved tint.

(2) To omit all finish in Assembly Hall, kitchen, storage, passage and adjacent coal bin, corridor and basement entrance. This means leaving out all floors, plastering, partitions, inside doors and inside sash, finish and painting. It also omits the radiators and sink but includes all piping for same and electric wiring.

(3) To omit wood cornice all around building and substitute terra cota on the East and 4th Street fronts only, with 4' 0" returns on the driveway and back elevations.

(4) Substitute 1/4 sawed flooring for tile in vestibule.

(5) Omit wainscoting from Reading Room walls and substitute plaster and baseboard.

(6) Substitute 2 layers of 2-ply Malthord Roofing for the tar and gravel roof. In all respects to be put on according to the instructions of manufacturer and to be guaranteed for 6 years.

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ART. IX. It is hereby mutually agreed between the parties hereto that the sum to be paid by the Owner to the Contractors for said work and materials shall be \$10,895.00 (Ten Thousand Eight Hundred and ninety-five Dollars), subject to additions and deductions as hereinbefore provided, and that such sum shall be paid in current funds by the Owner to the Contractors in installments, as follows:

The first payment to be made on receipt of the first \$2,000.00 installment from Andrew Carnegie, and the remaining payments, except the final, every five weeks thereafter. The Contractors shall present to the Architects a detailed statement of the value of the work performed in the periods before payments and three days previous to the date of payments. At any time when requested by the Owner or Architects, the Contractors shall file with either, along with architect's certificates, receipted bills for all material and labor included in this work. The Architect's certificates shall be for 85% of the value of work done and materials in place in the building.

The final payment shall be made within forty (40) 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 Contractors, the Owner shall have the right to retain out of the 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 Contractors shall

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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 Contractors' 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 Contractors, 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.

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.

_____ S. J. England _____ (SEAL)

_____ George W. Allen _____ (SEAL)

ATTEST:

_____ The Salida Library Association _____ (SEAL)

_____ Anna TenBroeck, _____ (SEAL)
Rec. Secretary.

By _____ Ruth H. Spray, _____ (SEAL)
President.

WITNESS:

Theo. C. Bode.