

5-11-22

UNIFORM CONTRACT No. 1625

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

Layton, Hicks & Forsyth
ARCHITECTS

This Agreement, Made and entered into, this 19th day of August in the year of one thousand nine hundred and _____ by and between

Smiser Construction Company

party of the first part

(hereinafter designated the Contractor), and The State of Oklahoma acting through the State Board of Public Affairs

party of the second part, (hereinafter designated the Owner.)

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

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

Layton, Hicks & Forsyth Architects,

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

of all materials and labor necessary for the erection and completion of a garage and servants quarters, porte Cochere enclosing wrought Iron fence and gates, etc. located at the Governor's Mansion in Oklahoma City with the following exceptions (to-wit)

The said owners retain 15 day option on cyclone fence alternate # 1 and if said owners exercise the use of option as provided in alternate #1, \$3150.00 shall be deducted from contract price set out herein

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

ART. II. The Architect 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 Architect

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

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, 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 10 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 such refusal neglect or failure is sufficient grounds for action, the Owner shall also be at liberty to terminate 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 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 all 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 15th day of October, 1929

provided that

ART. VII. Should the Contractor be obstructed or delayed in the prosecution or completion of his work by the act, neglect or default of the Owner or the Architect, 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 employes through no fault 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 causes aforesaid; but no such allowance shall be made unless a claim hereon is presented 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 event of failure to do so, 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 shall be \$ Thirty-three Thousand Fifty-six (\$33,056.00) Dollars in Oklahoma State warrants as provided by Senate Bill #91, E.S. 29.

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

In monthly installments in the sum of 85% of the cost of materials furnished and labor performed

The final payment shall be made within 10 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 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 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, lightning, earthquake, cyclone, or other casualty. 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.

provided that

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 seal, the day and year first above written.

IN PRESENCE OF
[Signature]

SMISER CONSTRUCTION CO.
By *A. P. Smiser* (SEAL)

STATE BOARD OF PUBLIC AFFAIRS (SEAL)
[Signature] (SEAL)

[Signature] (SEAL)