

C O N T R A C T

for the
FURNISHING OF EXTERIOR CUT STONE
ABOVE LEVEL 210' 6"
for the
LEGISLATIVE BUILDING
of the
CAPITOL GROUP FOR THE STATE OF WASHINGTON
at
OLYMPIA, WASHINGTON.

THIS AGREEMENT, made and entered into this 21st day of February, in the year nineteen hundred and twenty-five by and between THE WALKER CUT STONE COMPANY of Tacoma, Washington, a corporation, hereinafter designated the Contractor, and THE STATE OF WASHINGTON, hereinafter designated the State, acting by and through the Capitol Committee,

WITNESSETH: That the Contractor in consideration of the agreements herein made by the State agrees with the said State as follows:

ARTICLE 1. The Contractor shall and will provide all the materials and perform all the work for the furnishing of the Exterior Cut Stone above level 210' 6" for the Legislative Building in the Capitol Group for the State of Washington, in the City of Olympia in said state, as shown on the drawings and described in the specifications prepared by Wilder & White, Architects, and hereinafter so designated, and in strict accordance therewith, which drawings and specifications are identified by the signature of the parties hereto, and become hereby a part of this contract.

ARTICLE 2: 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 Architects, and that their 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 Architects, and the parties hereto 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 1.

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 Architects are and remain the property of the Architects, and shall be returned to them at the completion of the work.

ARTICLE 3: No alterations shall be made in the work shown or described in the drawings and specifications except upon the written order of the Architects, approved by the State, and when so made the value of the work added or omitted shall be computed as provided in article 3.

ARTICLE 4: 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, and all persons appointed by the state to visit and inspect said work.

ARTICLE 5: 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 as being sufficient ground for such action, the State shall be at liberty after three days' written notice to the Contractor, and the Contractor's bondsmen, to terminate the employment of the Contractor for the said work, 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, the Contractor 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 State in finishing the work, including compensation to the Architects for additional services and other expense incidental to this action, such excess shall be paid by the State to the Contractor; but if such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the State. The expense incurred by the State 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, except for arbitration as provided in Article 8.

Incompetent, careless or negligent employees shall be forthwith discharged by the Contractor upon the written request of the Architects, and failure to comply with any such request shall be sufficient grounds for the termination of the contract as provided for in this article.

ARTICLE 8: The Contractor shall and will begin the work under this contract immediately after the execution thereof, and proceed with said work and every part and detail thereof in a prompt and diligent manner, and shall and will wholly finish said

work in strict accordance with this contract and with the drawings and specifications as follows:

On or before May 15, 1935, delivery of stone shall be begun and shall proceed at an average daily rate (exclusive of Sundays and holidays) of 330 cubic feet until the completion of this contract.

Time shall be of the essence of this contract on the part of the Contractor, and in case the Contractor shall fail in the due performance of this contract at the average rates herein mentioned, except as provided in Article 7 hereof, said Contractor shall be liable to pay to the State as and for liquidated damage, and not as penalty the sum of \$50.00 for each and every one hundred cubic feet or fraction thereof by which the total stone delivered at the close of any calendar month falls short of that called for by the daily average rate for the preceding period beginning May 15, 1935, which sum is hereby agreed upon, fixed and determined as the damage that will be suffered by such failure to deliver at the rates specified, and the State may deduct the same from the amount due or to become due to the Contractor, and such payment or deduction shall not in any degree release the Contractor from the further obligations and liabilities in respect to the fulfillment of the entire contract, nor any right which the State might have to claim, sue for and recover compensation and damage for the non-performance of this contract in any other respect.

ARTICLE 7: Should the Contractor be delayed in the prosecution or completion of the work by the act, neglect, or default of the State, of the Architects, or of any other contractor employed by the State upon the work, or by any damage caused by fire or other casualty for which the Contractor is not responsible,

or by invasion, insurrection, riot, civil war, or by military power, or by order of any civil authority, or by combined action of workmen in no way caused by or resulting from default or collusion on the part of the Contractor, or by any cause beyond the control of the Contractor, then the average daily rates herein fixed for the delivery of the stone shall be waived for a period equivalent to the time lost by reason of any or all of the causes aforesaid, which period shall be determined and fixed by the Architects, but no such allowance shall be made unless a notice of claim therefor is presented in writing to the Architects or Secretary of the Capitol Committee within ninety-six hours after the occurrence of such delay.

ARTICLE 8: It is hereby mutually agreed between the parties hereto that the sum to be paid by the State to the Contractor for the said work and materials shall be in accordance with the schedule of unit prices contained in the specifications subject to additions and deductions as herein provided, and that such sum shall be paid by the State to the Contractor upon certificate of the Architects in warrants of the said State, drawn by the State Auditor against the Capitol Building Fund or any other fund or appropriation authorized to be used for such purpose, in the manner provided by law.

Partial payments shall be made during the progress of the work as follows:

On the first day of each and every month hereafter during the execution of this contract the Contractor shall submit a statement showing the actual value of all stone delivered or other work performed under this contract during the preceding month, said statement to be in detail and based on the schedule of unit prices contained in the specification, which statement

shall be subject to the approval of the Architects, and on each such statement as approved by the Architects, accompanied by proper vouchers, the State will pay to said Contractor eighty-five per cent of such approved statement; the remaining fifteen per cent thereof shall be paid within thirty-two days thereafter; PROVIDED, That before the making of such final payment the Contractor shall show to the satisfaction of the State that all just debts due all laborers and mechanics and materialmen, and persons who shall have supplied said Contractor with material or goods of any kind for this work have been paid; AND PROVIDED FURTHER, That if prior to any payment being made the State is notified by the Contractor's bondsmen or by any person or persons that any laborer, mechanic, materialman or other person who shall have furnished or supplied said Contractor or any sub-contractor with any labor, services, material, goods or provisions of any kind in connection with the execution of this work, or by his or their authorized agent or attorney that such laborer, mechanic, materialman or other person furnishing labor or supplies to the Contractor, has a claim against said Contractor or any sub-contractor for any such services or things, for which claim any such laborer, mechanic, materialman or other person would be entitled to a lien under the laws of the State were said building not a public building, or a proper claim against the bond in such cases required by law, the said State shall have the right to retain out of the payments then due or to become due to said Contractor an amount in addition to the fifteen per cent above provided to be retained, sufficient to cover all such claim or claims of which notice shall have been so given, until such claim or claims shall have been fully satisfied and paid, and receipts in full for the same have been furnished by the said

Contractor to the State, and said Contractor hereby expressly agree to pay all such claims.

ARTICLE 9: It is further mutually agreed between the parties hereto that no certificate given or payment made under this contract, shall be construed to be an acceptance of defective work or improper materials which may before or afterwards appear.

ARTICLE 10: All work and material shall be at the sole risk of the State after the same shall have been accepted and paid for by the State.

ARTICLE 11: In case the State and the Contractor fail to agree in relation to matters of payment for damage, allowance or loss referred to in Article 3, 5 or 8 of this contract, or should either of them dissent from the decision of the Architects referred to in Article 7 of this contract which dissent shall have been filed in writing with the Architects within ten days of the announcement of such decision, the matter shall be referred to a board of arbitration to consist of one person selected by the State 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 on both parties hereto. Each party hereto shall pay one-half of the expense of such reference.

ARTICLE 12: The Contractor shall not let, assign or transfer this contract, or any interest therein, or sublet the work herein provided to be done, or any part thereof, without the written consent of the State. The Contractor shall file with the State a duplicate of all sub-contracts made by him as aforesaid.

ARTICLE 13: The Contractor shall be liable for all damage and injury which shall be caused or which shall occur to any person or persons or property whatsoever by reason of any negligence of said Contractor or any of his servants, employees or

sub-contractors, or by reason of any breach or violation of any of the provisions of this agreement or any of his duties or obligations thereunder.

The Contractor shall also assume all liability for and protect the State from any damage or claims arising from the use of any patented article or devices in any part of the work.

It is mutually agreed between the parties hereto that any payment or contributions due or required by chapter 74 of the laws of 1911 or any acts amendatory or supplemental thereto from the State by virtue of or on account of any of the work covered by this contract may be deducted by the State from any payment or payments made to the Contractor herein, and that the sum or sums so deducted shall be determined each month upon the basis of the work of said month, and shall be made upon the proper written order and demand of the Industrial Insurance Commission, a notice of which order and demand shall be served upon the said Contractor prior to said deduction. It is further agreed that the Contractor herein or any sub-contractor or contractors employed by him shall be subject to the provisions of said act as provided and required in section 17 thereof.

ARTICLE 14: It is a part of the public policy of the State that all work by contract or day labor done for it or any political subdivision created by its laws, shall be performed in work days of not more than eight hours each, except in cases of extraordinary emergency. No cases of extraordinary emergency shall be construed to exist in any case where other labor can be found to take the place of labor which has already been employed for eight hours in any calendar day. In case of the violation of the provisions of this Article, the State shall have the right to cancel this contract without notice, and shall

have the right to complete the work in the manner provided in Article 5 hereof.

It is further a part of the public policy of the State that materials produced or manufactured in said State shall be given the preference over foreign materials, price and quality being reasonably nearly equal.

ARTICLE 15: If the said Architects or any succeeding architects should die, resign or be removed, or for any cause cease to act, the State shall have the right, as often as necessary to select and employ others as architects, who shall have all the powers, and shall perform all the duties of architect or said work under the laws of the State and under this contract.

ARTICLE 16: The Contractor agrees to execute and furnish to the State a good and sufficient bond, with an approved surety company as surety, said bond to be payable to the State and to be in the penal sum of \$450,000, conditioned that he shall faithfully perform all of the provisions of this contract, and further conditioned as required by law for the payment of all laborers, mechanics, sub-contractors and materialmen, and all persons who shall supply such person or persons or sub-contractors with provisions and supplies for the carrying on of such work, all just debts, dues and demands incurred in the performance of such work. If the State shall have reason to believe that the security on said bond has become impaired since the execution thereof, or is insufficient, it may require the Contractor to furnish other or additional security.

ARTICLE 17: The State hereby promises and agrees with the Contractor to employ and does hereby employ him to provide the materials and to do and cause to be done the work upon the furnishing of said exterior cut stone for the Legislative Building.

to complete and finish the same according to the drawing and specifications and the terms and conditions herein contained and referred to, and hereby contracts to pay for the same at the time and in the manner and upon the conditions above set forth.

The Contractor for himself, and for his heirs, successors, executors, administrators and assigns, does hereby agree to the full performance of all the covenants herein contained upon his part.

IN WITNESS WHEREOF, The said Contractor has hereunto set his hand and seal, and said State has caused these presents to be subscribed by the Chairman and Secretary of the Capitol Committee, the day and year first above written.

Walker Cut Stone Co.

R. Walker Pres

W. J. Walker Secy.
Contractor

Robert A. Hartley
AS Governor of the State of
Washington, ex-officio Chair-
man of the Capitol Committee.

Attest:

W. Savidge
As Secretary of the Capitol
Committee.

Approved as to form this

2nd day of Mar 1925

W. S. [Signature]
Assistant Attorney General

GENERAL SPECIFICATION
of
WORK TO BE DONE AND MATERIALS TO BE FURNISHED
in the
COMPLETION OF EXTERIOR CUT STONE ABOVE LEVEL 210' 6"
for the
LEGISLATIVE BUILDING
of the
CAPITOL GROUNDS FOR THE STATE OF WASHINGTON
on the
CAPITOL SIDE IN THE CITY OF OLYMPIA.

WILDER & WHITE, ARCHITECTS,
16 EAST 41ST STREET
NEW YORK CITY, NEW YORK.

SPECIFICATIONS FOR THE ABOVE WORK: PAGES
AS APPROVED BY THE STATE CAPITOL COMMITTEE
C. V. SAVIDGE, SECRETARY.

GENERAL CONDITIONS

Note: Work specified herein is subject to Schedule of Unit Prices contained in these specifications.

DEFINITIONS: Whenever the word "Committee" is used in these specifications it is understood to mean the State Capitol Committee representing the State of Washington, acting either directly or by authorized representatives.

Whenever the word "Architects" is used in these specifications it is understood to mean Messrs. Wilder & White, 16 East 41st Street, New York City, New York, or their successors acting directly or by authorized representatives.

Whenever the word "Contractor" is used in these specifications it is understood to mean the party, firm, or corporation to whom the whole or part of the work embraced in these specifications shall be awarded, acting directly or by authorized representatives.

CHARACTER OF WORK:

All labor and materials described herein or required by the drawings and necessary for the thorough completion of this contract, are to be executed in the most workmanlike manner, and where not specified otherwise, are to be of the highest grade and best adapted to the purpose.

All work and materials must comply with the requirements of the laws, ordinances and regulations relating thereto, whether herein specially mentioned or not. Where the specifications or drawings are at variance therewith, the Contractor shall so notify the Architects before starting the work, otherwise he shall bear all cost of making the necessary changes. The Contractor is to obtain and pay for all necessary permits, etc.

The Contractor shall provide all manner of materials, labor, scaffolding, tools, implements, transportation and cartage for the

due performance of the work.

CONTROL OF WORK:

The Architects or their authorized representatives shall have free access at all times to the shops of the Contractor and sub-contractors for the inspection of the work, and shall at all times have absolute control of the same.

SPECIFICATIONS AND DRAWINGS:

All questions arising as to the meaning or intention of the specifications and drawings shall be decided by the architects. These specifications and drawings are intended to cooperate, and any work exhibited on the drawings and not mentioned in the specifications or vice versa, and any detail or provision therein omitted, but reasonably necessary for the proper completion of the work, is to be executed as if both mentioned in the specifications and shown on the drawings, to the true meaning and intention of said drawings, and specifications, without extra charge. Work shown on the drawings, with dimensions not figured, is to be executed according to the scale of the drawings, and large scale drawings shall take precedence of small.

The contract drawing is not intended to show the final construction but is simply an indication of the character and magnitude of the work. Final drawings of the various stages of the work will be furnished by the Architects in ample time for the preparation of his shop drawings by the Contractor and their submission and approval. That portion of the building above the main roof line is subject to material changes in design in the final drawings.

The Architect will furnish the Contractor with two sets of general drawings and specifications; any further copies required by the Contractor will be furnished by the Architects at the cost

of making such copies.

The Architects will furnish the Contractor with detail drawings of all ornamental or other work not clearly shown on the general drawings. Any copies of said details shall be made at his own expense by the contractor.

The detail drawings shall govern in preference to what the general drawings may show for the same work, and any work constructed without the detail drawings and not in accord with same shall be removed and replaced at the Contractor's expense.

The Contractor shall make all shop drawings at his own expense same to be approved by the Architects and a copy filed with them.

CLEANING:

This Contractor, after the completion of the present general construction contract and until the award of a new general construction contract shall keep the premises around the building clean and orderly at all times during the progress of the work and each week shall remove from the premises all refuse material and rubbish due to his operations.

PROTECTION OF WORK:

This Contractor shall furnish all materials therefore and thoroughly protect all completed work from possible damage due to his operations to the satisfaction of the Architects and shall repair all such damage at his own expense. He shall also take all reasonable precautions against damage by his operations to work or materials of other contractors as above and shall assume all risk thereof.

STORING OF MATERIALS:

All materials shall be stored in a neat and orderly manner and in such places as not to interfere with the progress of the

work. All material subject to damage shall be thoroughly protected to the satisfaction of the Architects.

GENERAL REQUIREMENTS:

The Contractor shall employ a competent Superintendent satisfactory to the Committee who shall remain at the building while his work is in progress and shall have authority to receive and carry out all instructions given by the Architects.

OTHER CONTRACTORS:

The committee reserves the right to employ other contractors for work not included in these specifications and this Contractor shall afford same all reasonable facilities and shall cooperate with them, but this right shall not be exercised to the detriment of this Contractor.

SCOPE OF WORK:

The work covered by these specifications is intended to include the furnishing of all Wilkeson stone for the completion of the Legislative Building above level 210' 6", said stone to be delivered at the site on trucks. Until the award of a new general construction contract, it is also to include all work incidental to the unloading, stacking and proper protection of the stone at the site. After the award of a new general construction contract, it is intended to include all reasonable cooperation with the General Contractor who will assume all of the cost of unloading etc., and responsibility therefor.

DELIVERY OF STONE:

All operations shall be designed to facilitate immediate construction when a new construction contract is awarded and the initial deliveries shall be made and stacked with this in view. After a new construction contract is awarded deliveries shall be made as nearly as possible in the order requested by the General Contractor and every effort made to avoid delaying his operations.

Delivery of stone shall be at the rate called for by the contract and in accordance with the Schedule of Deliveries.

CUT STONE

Note: See General Conditions.

All cut stone to be Wilkeson Stone with rubbed finish on all exposed surfaces. All to be free from prominent coal seams, veining or other defects, particularly on the lower courses and shall be equal in every respect to that in the Temple of Justice.

All stone work to be cut to the dimensions shown with perfectly true and level beds and builds without any ridges or depression and with absolutely vertical joints extending through to the back of the stone.

Beds to be not less than shown on the drawings and where not indicated to alternate 6-1/2" and 10".

Reveals shall show full heads and jambs without vertical joints.

Intersecting profiles, arrises, and angles to be carefully connected and accurately cut.

Re-entering angles to be cut from the solid except where otherwise shown.

Joints are not to exceed one quarter inch in thickness.

All plain surfaces to be absolutely true and out of wind.

Bonders to be placed as indicated or as required by the work.

Projecting stones are to have not less than four-sevenths of their entire cubic ^{contents} inside the face of the wall wherever possible.

Joints are to be made only where shown by the various drawings.

Throatings or drips to be formed under all copings, sills or other projecting work, and where not otherwise shown all horizontal surfaces are to have wash and lugs.

The General Contractor shall do all cutting of stone work

for anchors, bolts, eyelets, etc., or as may be required for the other work, but this contractor shall himself keep a sufficient number of trimmers on the premises at all times to properly remedy any defects for which he may be responsible in time to avoid delay to the General Contractor.

STORAGE

Note: Until the award of a new general construction contract all unloading, stacking and protection of stone work shall be done under this contract to the approval of the Architects.

UNLOADING:

All unloading shall be done in the most economical manner involving the least risk.

STACKING:

All stone shall be stacked south of the building in such a way as not to interfere with future construction operations and to facilitate easy access to stone as required. Where necessary plank bed shall be provided.

PROTECTION:

All stacked stone shall be protected with excelsior and wood strips and as soon as possible covered with wood shelters thoroughly braced against wind and weather. Uncovered stacks shall be protected with tarpulins in extreme weather.

SCHEDULE OF DELIVERIES

Note: Until the award of a new general construction contract all unloading, stacking and protection of stone work shall be done under this contract to the approval of the Architects.

ITEM #1:

All stone for the lower drum and pedestal of the dome from level 211' 6" to level 240' 0" approximately 5600 cubic feet of column drums or other work.