

~~white~~

Agreement for Building

City of Hoboken } Mason
with } work Engin
Pa } Ho S W Car
} ever Ho^a Sto

A. Bolles }

white blue acetose

This Agreement made this
day of December ^{in the year of our Lord one thousand eight hundred and fifty five} ~~between~~ between the Mayor and Council of the City of
Hoboken, ^{in the County of Hudson State of New Jersey} Party of the First Part, and Rich-
ard Volos of the said City ~~Hoboken~~ ^{in the County of Hudson New Jersey} Party of
the second Part. ^{Contractors} Witnesseth:

First: That the said Party of the second Part
doth hereby for himself, his heirs, executors,
and administrators Covenant, promise and
agree with and to the said Party of the First
Part and their successors in office that he the
said Party of the second Part, his executors or
administrators shall and will for the Conserva-
tion herein after mentioned on or before the
^{1st} day of Feb next ^{here} after the
~~date of this agreement~~ well and sufficiently erect
and finish the mason work of a new Engine
to be situated in the S.W. Cor. of Wash. & 6th Sts. in Hoboken at ^{the}, agreeably
to the Drawings & Specification made by William Hermann City Surveyor
of Hoboken said City, signed by the parties hereto & hereunto annexed
within the time aforesaid, in a good, workmanlike and substantial
manner, to the satisfaction, and under the direction of the Committee of
the Council of said City on Pub. Works & Buildings to be testified by a
writing or Certificate under the hands of the said Committee or a major-
ity thereof; and also shall and will find and provide such good
proper and sufficient materials of all kinds whatsoever as shall be
proper and sufficient for completing and finishing all the mason work
and other work of the said Builey mentioned in the said Specifications
for the sum of \$1394. Dollars

~~And the said Party of the First Part do hereby for themselves and their
successors in office Covenant, promise and agree with and to the said~~

And the said Party of the First Part do for themselves
and their successors in office Covenant, promise and agree with and
to the said Party of the second Part, his executors and ad-

administrators that though the said Party of the first part and their successors in office shall and will in Consideration of the Covenants and agreements being strictly performed and kept by the said party of the second part as specified well and truly pay or cause to be paid unto the said Party of the second part his executors administrators assigns, the sum of \$1394 lawful money of the United States of America in manner following

when the basit walls are up & the 1 st tier of beams are laid	\$250.00
" " " " " " " " " " " "	400.00
" " " " " " " " " " " "	400.00
" Contract performed in full	344.00

Hilson inserted

Provided that in each of the said Cases a Certificate be obtained & signed by the said Committee or a majority of them as aforesaid.

And it is hereby further agreed by and between the said Parties hereto

First: The ^{said} specifications and the drawings are intended to Cooperate, so that any work exhibited in the Drawings, and not mentioned in the Specifications, or vice versa, are to be executed the same as if it were mentioned in the Specifications & set forth in the Drawings, to the true meaning and intention of the said drawings & Specifications without any extra Charge whatsoever.

Second. That the Contractor, at his own proper Cost and Charges, is to provide all manner of materials and labor, scaffolding, implements, moulds, models & Cartage of every description, for the due performance of the several erections

3. That the said Committee may appoint a ^{or inspector} subcommittee

3. That the said Committee may appoint a ^{Inspector} supervisor of the said works and materials with power to reject any and all such works and materials ^{not in conformity with the said specifications} ~~that~~ ^{and} ~~shall~~ ^{be approved accordingly} ~~be approved~~ ^{and shall} ~~be approved~~ ⁱⁿ ~~be approved~~ ^{no way} ~~be approved~~ ^{effect or made via} ~~be approved~~ ^{the Contract} ~~be approved~~ ^{but will} ~~be approved~~ ^{be added to or deducted from the amount of the Contract as the} ~~be approved~~ ^{Case may be, by a fair and reasonable valuation to be determined} ~~be approved~~ ^{in writing at the time} ~~be approved~~ ^{by the said Committee, Supervisor & Contractor.}

5. Should the Contractor at any time during the progress of the said works refuse or neglect to supply a sufficiency of materials or workmen, the ^{said Committee} ~~Committee~~ shall have the power to provide materials & workmen, after 3 days notice in writing has been given to the Contractor to finish the said works & the expense shall be deducted from the amt. ~~of the~~ ^{of the} Contract

6. Should any dispute arise respecting the true Construction or meaning of the drawings or specifications the same shall be decided by the said Com^{tee}, ~~Super~~ ^{Inspector} & Contractor their decision shall be final & conclusive &

7. The Owners shall not in any manner, be answerable or accountable for any loss or damage that shall or may happen to the said works, or any part or parts thereof respectively, or of any of the materials or other things used and employed in finishing and completing the same (loss or damage by fire excepted)

Witness the hands of the said Party of the First Part have caused the Corporate Seal to be hereunto attached, signed by the Mayor & attested by the City Clerk & the said Party of the Second Part with hereunto set his hand & seal the day & year first above written