

THE STANDARD FORM OF AGREEMENT BETWEEN CONTRACTOR
AND OWNER FOR CONSTRUCTION OF BUILDINGS.

ISSUED BY THE AMERICAN INSTITUTE OF ARCHITECTS FOR USE
WHEN A STIPULATED SUM FORMS THE BASIS OF PAYMENT

This Form of Agreement has received the approval of the National Association of Builders' Exchanges, the Associated General Contractors of America, the Joint Conference on Construction Contracts, the National Association of Master Plumbers, the National Association of Sheet Metal Contractors of the United States, the National Electrical Contractors' Association of the United States, the National Association of Marble Dealers, the Building Granite Quarries Association, and the Building Trades Employers' Association of the City of New York.

FOURTH EDITION, COPYRIGHT 1915-1918-1925 BY THE AMERICAN INSTITUTE OF ARCHITECTS, THE OCTAGON HOUSE
WASHINGTON, D. C. THIS FORM IS TO BE USED ONLY WITH THE STANDARD GENERAL CONDITIONS OF THE
CONTRACT FOR CONSTRUCTION OF BUILDINGS

THIS AGREEMENT made the 3
day of August in the year Nineteen Hundred and thirty five
by and between Matt Hines

hereinafter called the Contractor, and Bald Mountain Orchard Co.

..... hereinafter called the Owner,
WITNESSETH, that the Contractor and the Owner for the considerations herein-
after named agree as follows:

Article 1. Scope of the Work—The Contractor shall furnish all of the materials
and perform all of the work shown on the Drawings and described in the Speci-
fications entitled

(Here insert the caption descriptive of the work as used on the Drawings and in the other Contract Documents)

**Pack House to be built on the land of the Bald
Mountain Orchard Company located in Carroll County
Virginia.**

prepared by Matt Hines

~~acting as architect in these Contract Documents and shall be~~
~~everything required by this Agreement, the General Conditions of the Contract,~~
~~the Specifications and the Drawings~~

Article 2. Time of Completion—The work to be performed under this Contract shall be commenced August 1, 1935 and shall be ~~substantially~~ completed September 1, 1935
(Here insert stipulation as to liquidated damages, if any.)

Article 3. The Contract Sum—The Owner shall pay the Contractor for the performance of the Contract, subject to additions and deductions provided therein, in current funds as follows: Thirty eight hundred and
(State here the lump sum amount, unit prices, or both, as desired in individual cases.)
Twenty eight Dollars

Where the quantities originally contemplated are so changed that application of the agreed unit price to the quantity of work performed is shown to create a hardship to the Owner or the Contractor, there shall be an equitable adjustment of the Contract to prevent such hardship.

Article 4. Progress Payments—The Owner shall make payments on account of the Contract as provided therein, as follows:

~~On or about the _____ day of each month _____ per-~~
~~cent of the value, based on the Contract prices, of labor and materials incorporated~~
~~in the work and of materials suitably stored at the site thereof up to the _____~~
~~day of that month, as estimated by the Architect, less the aggregate of previous~~
~~payments; and upon substantial completion of the entire work, a sum sufficient~~
~~to increase the total payments to _____ percent of the contract~~
~~price.~~

(Insert here any provision made for limiting or reducing the amount retained after the work reaches a certain stage of completion.)

*upon furnishing owner with receipted
bills for materials and or payroll
weekly payments shall be made
to Contractor therefor.*

Article 5. Acceptance and Final Payment—Final payment shall be due 10 days
days after substantial completion of the work provided the work be then fully
completed and the Contract fully performed.

Upon receipt of written notice that the work is ready for final inspection and
acceptance, the ~~Architect~~ ^{owner} shall promptly make such inspection, and when he
finds the work acceptable under the Contract and the Contract fully performed
~~he shall promptly issue a final certificate, over his own signature, stating that the~~
~~work provided for in this Contract has been completed and is accepted by him~~
under the terms and conditions thereof, and that the entire balance found to be
due the Contractor, ~~and noted in said final certificate,~~ is due and payable.

~~Before issuance of final certificate~~ ^{owner} The Contractor shall submit evidence satis-
factory to the Architect that all payrolls, material bills, and other indebtedness
connected with the work have been paid.

~~If after the work has been substantially completed, full completion thereof is~~
~~materially delayed through no fault of the Contractor, and the Architect so certifies,~~
the Owner shall, upon certificate of the Architect, and without terminating the
Contract, make payment of the balance due for that portion of the work fully
completed and accepted. Such payment shall be made under the terms and con-
ditions governing final payment, except that it shall not constitute a waiver of
claims.

Article 6. The Contract Documents—The General Conditions of the Contract, the Specifications and the Drawings, together with this Agreement, form the Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated. The following is an enumeration of the Specifications and Drawings:

Specifications attached hereto and known as "Specification for a brick and concrete pack house for Bald Mountain Orchard Company".

Drawings furnished owners by contractor show outside dimensions of building to be 32' x 90' with one line of 10 x 10 ~~concrete~~ posts supporting main floor and 8 x 8 posts supporting roof, but it is specified that the building shall be 42' wide and 100' long and the posts supporting the main floor and roof shall be two lines of posts instead of one line, said posts to be 14 ft. apart running the long way of the building.

IN WITNESS WHEREOF the parties hereto have executed this Agreement, the
day and year first above written.

Matt Amis
Bald Mt. Orchard Co.
by H. H.
By W. H. Woods

383 33
 1124 25
 1165 00

2672 58*

66110

333.368

STATEMENT

Mount Airy, N. C.,

Aug 31

193*5*

M

Ball Mtn Orchard

IN ACCOUNT WITH

MATT HINES

CONTRACTOR AND BUILDER

480 N. MAIN STREET

TELEPHONE 570

Labor

28265

Brick

4800

Tile

21445

Truck hauling

4000

Sand

600

Shathing

7000

66110

STATEMENT

Mount Airy, N. C., _____ 193_____

M _____

Aug 24, 1935

IN ACCOUNT WITH

MATT HINES

CONTRACTOR AND BUILDER

480 N. MAIN STREET

TELEPHONE 570

Labor	26000
Sand	1800
Brick	19600
Truck hauling	7800
Window frames & door frames	11500
Brickwork	12500
Tile	30000
Oak flooring	7300
	<u>116500</u>

MOUNT AIRY, N. C., _____ 193____

M

Ball Mt. Orchard.

MATT HINES
CONTRACTOR AND BUILDER

TELEPHONE 570

		Labor			79 83
		Truck Hauling			57 00
		Sand & gravel			26 00
72.00		ft lumber			136 50
		cement			84 00
				4	383 33

July 29, 1935.

Mr. Jess T. Smith,
Claudville, Va.

Dear Mr. Smith:

I am in need of the following bill of lumber and will appreciate it if you will get it to me just as soon as possible as I only have 30 days to erect and complete the building. It goes to Coveland Orchard and is about $\frac{1}{2}$ mile from the Wards Gap road. You can see where they are grading out.

18 pcs	10 x 10 x 8'	--	1200
14 "	10 x 10 x 14'	--	1633
12 "	8 x 8 x 16'	--	1624
14 "	8 x 8 x 14'	--	1045
7 "	8 x 8 x 8'	--	299
225 "	2 x 10 x 14'	--	5250
115 "	2 x 6 x 16'	--	1830
24 "	2 x x 10 x 12'	--	480.

You may deliver this at \$13.50 per M. as quoted. Please be sure to get the 10 x 10 and 2 x 10 first as I will need them about framing the first floor.

Yours very truly,

Matt Hines

August 3, 1935

Mr. Jess Smith,
Claudville, Va.

Dear Mr. Smith:

We will begin the construction work on the pack house at Coveland Orchard Monday morning and will build the forms at once. I will need some 2"x 10" to lay on the scaffolds and will need all the 2"x 6" to brace the forms. If you do not have the 2 x 6's ready I will haul them from here and you can deliver yours at Mt. Airy. I will need, at least a load of the 2"x 10",s at once. If you do not have the 2 x 6's ready please let me know by return mail so I can take the ones I have from here.

Yours very truly,

Matt Hines

SPECIFICATIONS FOR A BRICK
& CONCRETE PACK HOUSE, FOR
BALD MOUNTAIN ORCHARD COMPANY.

STORED MATERIAL:

All materials delivered on the premises, and which are to form a part of the work, are to be considered the property of the Contractor and are not to be removed without their consent; but the Contractor shall have the right to remove all his surplus material.

SPECIFICATIONS:

The work to be executed under this contract consists of that called for by the drawings and these specifications. Said work to be performed by and under the supervision of Mat Hines, Mount Airy, N. C., and in accordance with the drawings and specifications.

GENERAL CONDITIONS:

The contractor shall furnish all material, labor, transportation, utensils, etc., of every description required for the full performance of the work herein specified, except as otherwise specifically mentioned. He shall lay out his work and be responsible for its correctness; shall keep a competent foreman on the job at all times; shall not sublet any part of his work without the consent of the Owners; shall give to the proper authorities all requisite notices relating to the work in his charge; shall afford the owners and their superintendent every facility for inspection; shall be responsible for all violations of the law or damage to property or persons caused by him or his workmen; shall properly protect his work during its progress.

All drawings are intended to co-operate with and form a part of these specifications and accompanying contract. Anything not mentioned in both or either, but reasonably implied and necessary to make a complete job, shall be furnished and performed as if shown or mentioned in both. All detail drawings are to be carefully followed.

Where figures are given they are to be followed in preference to measurements by scale.

The contractor must verify all figures and be responsible for their correctness; any condition not shown on the drawings must be verified to suit the work in hand.

The contractor must examine the present property to see conditions before bidding, as no extra charge will be allowed for any extra work that is necessary to make a complete job.

INSURANCE:

The Owners shall effect insurance on said work to cover their interest and that of the contractor in same, against loss by fire. The contractor shall effect liability insurance on said work.

WORKING MATERIAL:

All materials shall be the best of their respective kinds, as hereinafter specified.

Contractor shall place all large stones in foundation that can be
STORED MATERIAL: concrete. Owners to haul stones to main
road and Contractor to haul them to the building site.

All materials delivered on the premises, and which are to
form a part of the work, are to be considered the property of the
Owners, and are not to be removed without their consent; but the
Contractor shall have the right to remove all his surplus material
at the completion of all work.

WATER:
LABOR:

Water will be furnished at site by Owners.

All labor shall be properly performed by skilled workmen
only in each branch of work. The Owners may at any time during
the progress of the work order any desired changes or alterations,
and such changes shall in no way invalidate the contract, but shall
be valued at a fair and reasonable valuation and the amount added
or deducted as the case may be. Such value shall be fixed before
the work begins on same, or in case the Owners and Contractor
cannot agree, the case shall be fixed by a Board of Arbitration as
hereinafter approved, and ordered in writing before the work is begun
on same.

STEEL:
The building shall be thoroughly cleansed of all dirt and
rubbish and delivered to the Owners in a complete and undamaged
condition.

It is understood by this specification where certain
manufactured goods are specified that other goods of equal value
may be substituted with the consent of the owner.

The contractor shall have full charge of his work until the
entire job is turned over to the Owners. He shall be responsible
for all property lost or stolen while in his care, and shall provide
all means necessary for protection of his work.

All dispute under this contract shall be submitted to
arbitration at the choice of any party of the dispute. In case of
arbitration the parties may agree upon one arbitrator, otherwise
there shall be three, one named in writing by each party and one
chosen by these two arbitrators.

EXTENT OF WORK: sheathed with tongue and groove sheathing and
nailed at every bearing. All joints to be made on rafters. Keystones
10" These specifications contemplate the construction of the
entire building.

EXCAVATE:

All excavating will be done by Owners.
made of galvanized iron.

CONCRETE WORK:

FLOORS:
Pour concrete footings under all outside walls 1' x 1' 10".
All foundation walls up to first floor to be of concrete 12" thick.
Concrete to be composed of 1- volume cement $2\frac{1}{2}$ sand and 4 of stone
or gravel. The material must first be placed in mixer, then
drenched with the requisite amount of water and thoroughly mixed
before placing it in the work. Any concrete which has not been
placed before initial set occurs shall not be used in the work.

Windows to be double hung according to drawings. Sash 1-3/8"
thick. Contractor to furnish and install as many windows and doors

Contractor shall place all large stones in foundation that can be well bedded in the concrete. Owners to haul stones to main orchard road and Contractor to haul them to the building site.

A 3' runway of concrete 4" thick shall be built the entire length of the building in basement with a lead off 3' wide on the side at three places.

WATER:

Water will be furnished at site by Owners.

BRICK WORK:

All outside walls above foundation walls to be brick veneered with selected common hard burned brick and backed up with 8" x 12" building tile. All mortar used in laying brick and tile to be composed of one part portland cement, 2 parts lime, and 4½ parts clean sharp sand. All brick and tile to be bedded in mortar and well laid. Build one flue to office.

STEEL:

All window and door openings to have steel lintles on outside and wood lintles on inside.

FRAMING:

All lumber and timber used in framing shall be merchantable Carolina pine or oak sawed true and straight, free from shakes, large or loose knots, or other imperfections tending to impair its strength or durability.

All joists to be 2" x 10" - 16" o.c. Girders and posts supporting main floor to be 10" x 10". Girders and posts supporting roof to be 8" x 8".

ROOF:

Roof to be sheathed with ^{5 square edge} tongue and groove sheathing and nailed at every bearing. All joints to be made on rafters. Keystone 10" square butt composition shingles shall be used, weight 200lbs. to the square.

GUTTER:

Upper side of building to be guttered with 4" O.G. gutter made of galvanized iron.

FLOORS:

All floors to be subfloored with square edge sheathing, dressed and securely nailed at each bearing. Finish floor to be No. 2 factory grade oak flooring, with paper between sub-floor and oak floor.

WINDOWS:

Windows to be double hung according to drawings. Sash 1-3/8" thick. Contractor to furnish and install as many windows and doors

as Owners desire at no extra cost,

Windows in basement shall be covered with a heavy mesh wire in addition to the glass window and wooden shutter.

DOORS:

Doors shall be built up of No. 2 T. & G. lumber two planks thick.

Paper shall be placed between the planks of the basement doors.

VENTILATORS:

Ventilators shall be installed in outside wall of basement as directed by Owners. Also two 14" galvanized iron ventilators from basement through roof.

Ventilators in the basement shall be covered with a heavy grade mesh wire and ~~wood~~ wooden covers shall also be provided for all ventilators.

double wood

STAIRS:

Stair steps shall be built from basement to first floor of No. 2 lumber. Steps to be enclosed in basement.

HARDWARE:

First grade hardware shall be used throughout the building. Yale locks to be provided on every door. Hinges for all doors shall be strap iron.

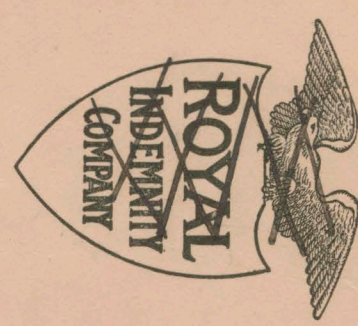
CONVEYER:

A conveyer shall be built from the second floor to the basement by the contractor in accordance with directions of the Owners.

A small office 9' x 12' shall be built in one corner, using No. 2 lumber.

These specifications do not include painting, wiring, or plumbing.

with the addition to the...
Windows in basement shall be covered with a heavy...
...at no extra cost...



Four horizontal dashed lines for writing.

484-15954

Brierly Concrete Pack House
SPECIFICATIONS FOR A BUILDING
FOR ~~H~~
BALD MOUNTAIN ORCHARD COMPANY

SPECIFICATIONS:

The work to be executed under this contract consists of that called for by the drawings and these specifications. Said work to be performed ^{by and} under the supervision of Matt Hines, Mt. Airy, N.C. and in accordance with the drawings and specifications.

GENERAL CONDITIONS:

The contractor shall furnish all material, labor, transportation, utensils, etc., of every description required for the full performance of the work herein specified, except as otherwise specifically mentioned. He shall lay out his work and be responsible for its correctness; shall keep a competent foreman on the job at all times; shall not sublet any part of his work without the consent of the Owners; shall give ~~to~~ the proper authorities all requisite notices relating to the work in his charge; shall afford the owners and their superintendent every facility for inspection; shall be responsible for all violations of the law or damage to property or persons caused by him or his workmen; shall properly protect his work during its progress.

All drawings are intended to co-operate with and form a part of these specifications and accompanying contract. Any thing not mentioned in both or either, but reasonably implied and necessary to make a complete job, shall be furnished and performed as if shown or mentioned in both. All detail drawings are to be carefully followed.

Where figures are given they are to be followed in preference to measurements by scale.

The contractor must verify all figures and be responsible for their correctness; any condition not shown on the drawings must be verified to suit the work in hand.

GENERAL CONDITIONS CONTINUED:

The contractor must examine the present property to see conditions before bidding, as no extra charge will be allowed for any extra work that is necessary to make a complete job.

INSURANCE:

X The Owners shall effect insurance on said work to cover their interest and that of the contractor in same, against loss by fire. The contractor shall effect liability insurance on said work.

WORKING MATERIAL:

All materials shall be the best of their respective kinds, as hereinafter specified.

STORED MATERIAL:

All materials delivered on the premises, and which are to form a part of the work, are to be considered the property of the Owners, and are not to be removed without their consent; but the Contractor shall have the right to remove all his surplus material at the completion of all work.

LABOR:

All labor shall be properly performed by skilled workmen only in each branch of work. The Owners may at any time during the progress of the work, order any desired changes or alterations, and such changes shall in no way invalidate the contract, but shall be valued at a fair and reasonable valuation and the amount added or deducted as the case may be. Such value shall be fixed before the work begins on same, or in case the Owners and Contractor cannot agree, the case shall be fixed by a Board of Arbitration as hereinafter approved, and ordered in writing before the work is begun on same.

The building shall be thoroughly cleansed of all dirt and rubbish and delivered to the Owners in a complete and undamaged condition.

It is understood by this specification where certain manufactured goods are specified that other goods of equal value may be substituted with the consent of the owner..

The contractor shall have full charge of his work until the entire job is turned over to the Owners. He shall be responsible for all property lost or stolen while in his care, and shall provide all means necessary for protection of his work.

All dispute under this contract shall be submitted to arbitration at the choice of any party of the dispute. In case of arbitration the parties may agree upon one arbitrator, otherwise there shall be three, one named in writing by each party and one chosen by these two arbitrators.

EXTENT OF WORK:

These specifications contemplate the construction of the entire building.

EXCAVATE:

All excavating will be done by Owners.

CONCRETE WORK:

Pour concrete footings under all outside walls 1'x 1'10". All foundation walls up to first floor to be of concrete 12" thick. Concrete to be composed of 1- volume cement $2\frac{1}{2}$ sand and 4 of stone or gravel. The material must first be placed in mixer, then drenched with the requisite amount of water and thoroughly mixed before placing it in the work. Any concrete which has not been placed before initial set occurs shall not be used in the work. Contractor shall place all large stones in foundation that can be well bedded in the concrete. Owners to haul stones to main road and Contractor to haul them to the building site.

A 3' runway of concrete 4" thick shall be built the entire length of the building with a lead off ~~outside~~ 3' wide on the side at 2 places.

WATER:

Water will be furnished at site by Owners.

BRICK WORK:

All outside walls above foundation walls to be brick veneered with selected common hard burned brick and backed up with 8"x 12" building tile. All mortar used in laying brick and tile to be composed of one part portland cement, 2 parts ~~lime~~ lime and $4\frac{1}{2}$ parts clean sharp sand. All brick and tile to be bedded in mortar and well laid. Build one flue to office

STEEL:

All window and door openings to have steel lintles on out side and wood lintles on inside.

FRAMING:

All lumber and timber used in framing shall be merchantable Carolina pine or oak sawed true and straight, free from shakes, large or loose knots, or other imperfections tending to impair its strength or durability. ~~AAA XXXXXXX XX XV YAAA XX XXXX.~~

All joists to be 2"x 10" - 16" o.c. Girders and posts supporting main floor to be 10"x 10". Girders and posts supporting roof to be 8"x 8".

ROOF:

Roof to be sheathed with ~~square edge~~ *tongue & groove* sheathing and nailed at every bearing. All joints to be made on rafters. Keystone 10" square butt composition shingles shall be used. Weight 200lbs. to the square.

Gutter: upper side of building to be guttered with 4" O.G. gutter, made of galvanized iron -
~~FLOORS:~~

All floors to be subfloored with square edge sheathing, dressed and securely nailed at each bearing. Finish floor to be No. 2 factory grade oak flooring. *with paper between sub floors oak floor.*

WINDOWS:

Windows to be double hung according to drawings. Sash 1-3/8" thick. Contractor to furnish and install as many windows and doors as Owners desire at no extra cost. ①

DOORS:

Doors shall be built up of No. 2 T. & G. lumber two planks thick. ②

VENTILATORS:

Ventilators shall be installed in out side wall of basement as directed by Owners. Also two 14" galvanized iron ventilators from basement through roof. ③

STAIRS:

Stair steps shall be built from basement to first floor of No. 2 lumber. Steps to be enclosed in basement.

9' x 12' built in one corner
A small office shall be ~~cut off~~ *built in one corner* using No. 2 lumber.

These specifications do not include painting wiring or plumbing.

Gate lock

Adw - ^{Doors} Shop iron hinge
Conveyor
gasoline

Matt Hines, General Contractor
480 N. Main St.