

ARTICLES of AGREEMENT, made the Twenty Eighth
day of January One Thousand Eight Hundred and Ninety Six

BETWEEN The Mayor and Council of the City of Hoboken by
the Trustees of the Free Public Library, party of the first part
and Heatherton Brothers of Jersey City, in the County of Hudson
and State of New Jersey, party of the second part,

WITNESSETH, that the said party of the second part, their
heirs, executors and administrators, hereby covenant and agree,
under the penalty expressed in a certain bond bearing even date
herewith, to and with the said party of the first part and their
successors or legal representatives, that they, the said party
of the second part shall and will, for the consideration herein-
after mentioned, on or before the First day of September 1896 *
well and sufficiently erect and finish the Building on grounds
situate on the north easterly corner of Park Avenue and Fifth
Street in the City of Hoboken N.J. to be known as the "Free Pu-
blic Library and Manual Training School" agreeably to the Drw-
ings and Specifications for the same made by Albert Beyer, Archi-
tect, and signed by the said parties, within the time mentioned
in a good and workmanlike and substantial manner and under the
direction of the said A. Beyer or any deputy or assistant whom
the said Board of Trustees or Architect may appoint, and also
shall and will find and provide such good, proper and sufficient
materials of all kinds whatsoever, as shall be proper and suffi-
cient for the completion and finishing all the different works
mentioned and required by the "Heating Specifications" which
form a part of this contract and are signed by the said parties
and hereto annexed, and which are also shown on the Plans of the

shall and will, in considerations of the covenants and agreements being strictly kept and performed by the said party of the second part as specified, well and truly pay or cause to be paid to the said party of the second part the sum of "Two Thousand Eight Hundred and Ninety (\$ 2890 00) dollars", lawful money of the United States of America, in manner following :-

- 1st.) When the boiler is in position ready for mason,
the smoke stack up and all main steam flow pipes
in position\$ 1000 .00
- 2nd.) When all radiators are set and connected.....\$ 1000 .00
- 3rd.) When all is completed and accepted.....\$ 890 .00
- Total\$ 2890 .00

Provided that in each of the said cases a Certificate shall be obtained and signed by the said A Beyer, Architect .

And it is hereby further agreed by and between the said parties :-

First :-The specifications and the drawings are intended to co-operate, so that any works exhibited in the drawings and not ~~shown~~ mentioned in the specifications, or vice versa, are to be executed the same as if it were mentioned in both and in accordance with the true intent and meaning of both drawings and specifications, without any extra charge whatsoever.

Second :-The contractor, at his own proper costs and charges, is to provide all manner of materials, labor, scaffolding, implements, moulds, models and cartage of every description for the due performance of the several erections .

Third :-Should the Owner at any time during the progress of the Building request any alterations, deviations, additions or omissions from the said contract, he shall be at liberty to do

proposed new building, which plans were also signed by the said parties and are on file in the office of the Librarian of the Free Public Library of the City of Hoboken, for the sum of "Two Thousand Eight Hundred and Ninety (\$2890.00) Dollars"

And the said party of the second part do further covenant and agree with the said party of the first part, that all the said work mentioned and required in said specifications and plans shall be strictly in accordance with the same and that all conditions contained in the annexed specifications shall be strictly carried out and adhered to, and that all work and materials which in the opinion of the Architect shall not be in accordance therewith, shall be removed upon proper written notice being given by the Architect and other materials and work shall be furnished which shall be in accordance therewith, and without extra charge or expense to the party of the first part.

And the said party of the second part will and shall assume all risk of damage to persons and property that may arise on account of the prosecution of said work or on account of not keeping a sufficient number of lights along the works at night; and the said party of the first part may retain so much of the money due on account of said contract as the Council or the Board of Library Trustees may deem necessary to indemnify the said party of the first part from any loss by any suit or claim for damages arising from such causes.

And the said party of the first part do hereby for themselves, their successors or legal representatives, covenant, promise and agree to and with the said party of the second part, their heirs, executors, administrators or assigns, that they, the said party of the first part,

so, and the same shall in no way affect or make void the contract, but will be added or deducted from the amount of the contract, as the case may be, by a fair and reasonable valuation.

Fourth :- Should the contractor at any time during the progress of the work refuse or neglect to supply a sufficiency of materials or workmen, ~~XXXXXX~~ the Owner shall have the power to provide materials and workmen, after three days written notice being given, to finish the said works, and the expense shall be deducted from the amount of the contract.

Fifth :- Should any dispute arise respecting the true construction or meaning of the Drawings or Specifications, the same shall be decided by A. Beyer, Architect, and his decision shall be final and conclusive; but should any dispute arise respecting the true value of the extra work or for work omitted, the same shall be decided by two competent persons, one chosen by the Owner and one by the Contractor, and these shall have the power to name an umpire, whose decision shall be binding on both parties.

Sixth :- No alterations or extra work shall be done without the written order from the Architect based upon a resolution of the Council or the Board of Library Trustees as their legal representatives, and an express agreement in writing as to the costs of the proposed extra work.

IN WITNESS WHEREOF the said parties of the first part have caused this agreement to be signed by his Honor the Mayor of said City, being also President of the Board of Library Trustees, and the corporate seal of the City to be affixed thereto, attested by the City Clerk; and the said parties of the second part have hereunto set their hands and seals the day and year

first above written.

Signed, Sealed and Delivered

in the presence of

Laurens J. Faye
Wm. J. May
A. B. Bays

Herbert B. Bross
By J. J. H. H. H. H.

Attest

W. W. O. O. O.
City Clerk

