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Construction of the Cafeteria

Fort Hays Kansas Normal School

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INSTITUTION

THESE ARTICLES OF AGREEMENT, Made this 24th day of August 192 2
by and between the State of Kansas by the State Board of Administration,
thru its business manager

party of the first part, and LaRosh Construction Company, Hays, Kansas.

party of the second part:

Witnesseth, That the party of the second part, for and in consideration of the performance of the covenants and agreements hereinafter contained, by the party of the first part, does hereby covenant and agree to and with the party of the first part, that said party of the second part will furnish all labor and materials necessary for the erection and completion
of a Cafeteria building at the Fort Hays Kansas Normal School, Hays,
Kansas.

all to be done in accord with the plans and specifications prepared by Ray L. Gamble, State Architect. All parts shall be installed and delivered completely finished to the party of the first part after inspection and tests have been made, free and discharged of all liens, claims or charges whatsoever, on or before the 1st day of April 192 3
unless such delay be due to strikes, floods, uncontrollable conditions, or the acts of the party of the first part.

The Party of the First Part Hereby Covenants and Agrees, In consideration of the performance of the covenants and agreements herein contained by the party of the second part, to pay, or cause to be paid, to the party of the second part, the sum of Eighteen thousand five hundred forty-one & 80/100 (\$18,541.80) - Dollars.

(See opposite side for statement of amount of original bid and deductions)

The following alternates are also hereby made a part of this contract:

Alt. No. 1, for more or less additional excavating @ 75¢ per cu. yd.
" " 2, " " " " " concrete in footings or walls
" " " " " @ \$13.50 per cu. yard.
" " 3, " " " " " additional forms for additional concrete
" " " " " @ 22¢ per sq. ft.

The State Architect shall, on or before the last day of each month, make an estimate of the value of all labor and materials used in the construction of the said work by the party of the second part during the preceding month, and shall certify said estimate to the party of the first part, who will pay to said party of the second part ninety per cent (90%) of said value, and the balance remaining, after deducting the several payments from the above-mentioned sum, when said work has been completely finished, delivered and accepted by the Board of Administration
and the State Architect.

Provided, However, That no payment shall be made except on the certificate of the State Architect, or his successor, that the work for which said payment is due has been properly done, and such estimates and certificates shall not be taken and held as an acceptance of said work, or any part thereof, and exempt the parties of the second part from liability to make good any work so certified, if it be afterwards discovered to have been improperly done, or not in accordance with the plans and specifications.

And it is Hereby Further Agreed by the said parties, that the plans and specifications are intended to coöperate, so that any work shown on the drawings and not mentioned in the specifications, or vice versa, are to be executed by the party of the second part the same as if they were mentioned in the specifications and shown on the drawings.

And it is Further Agreed by and between the aforesaid parties, that the party of the first part shall be at liberty to order any variations from the drawings or specifications, and that said variations from the same shall not vitiate this agreement, but the difference in cost shall be added to or deducted from the consideration of this agreement, as the case may be, by a fair and reasonable valuation; and, in case such variations require additional time for execution, a fair and reasonable amount shall be added to the time stipulated for the completion of the aforesaid work, and the decision of the State Architect as to the value of added or deducted material or work and the extension of time shall be final and binding upon both parties to this agreement.

(OVER)

State

Anderson

990-06-05

And it is Further Agreed by and between the aforesaid parties, that should the party of the second part fail to complete said work, including all variations, should such be made at or before the time agreed upon, with such extensions, if any, in case of extra work, then, in that case, the party of the second part shall forfeit and pay to the party of the first part the sum of ten (10) dollars for each and every day that the said work shall remain unfinished after the time agreed upon for its completion; the sum forfeited to be retained, and liquidated and ascertained as damages, out of any money that may be due or owing, or may thereafter become due or owing, to the said party of the second part on account of work and materials under this agreement.

And it is Further Agreed by and between the aforesaid parties, that if the said party of the second part shall become bankrupt or insolvent, or assign his property for the benefit of creditors, or otherwise become unable to carry on the work, or shall neglect to or refuse to do so for the period of six days in the manner required by the Architect, or shall refuse to follow his directions as to the mode of doing the work, or shall refuse or neglect to comply with any of the articles of this agreement, then the party of the first part, or its agents, shall have the right and are hereby empowered to enter upon and take possession of the premises and the work, with the materials and apparatus thereon, after giving three days' notice in writing, whereupon all claims of the said party of the second part shall cease, and the party of the first part, or its agents, after using such of the material already on the premises as may be suitable, shall provide other material and workmen sufficient to finish the said work, and the cost of labor and material so provided shall be deducted from the amount to be paid under this agreement.

And it is Further Agreed by and between the aforesaid parties, that this agreement shall be binding upon the respective parties, executors, administrators, and assigns.

In Witness Whereof, The said parties have hereunto set their hands and seals, the day and year first above mentioned.

And it is Expressly Understood by each party to this contract, that the same shall be performed strictly under the provisions of chapter 114 of the Session Laws of 1891, which is generally known as the "eight-hour law."

James A. Dumbear
Party of the First Part.

LaRosh Const. Co.
Frank N. LaRosh
W. H. Johnson
C. A. Witt
Party of the Second Part.

This contract is based on the original bid of the party of the second part of	\$21,640.30
with deductions as follows:	
Special allowance	\$ 350.00
Special deduction for using shiplap form lumber for roof sheathing instead of the flooring sheathing specified	600.00
Special deduction for omitting cement floor finish in all parts of building except machine room in basement	400.00
Special deduction for omitting cement base around all rooms where cement floor is omitted.	95.50
Deductions for alternates as per specifications and bid:	
Alt. #4 - Using gravel for concrete	982.00
" #5 - Eliminating wall paint	185.00
" #7 - State brick for backing	486.00
	\$ 3,098.50
Total amount of contract-	\$ 18,541.80