

August 30, 1943

PROPOSAL FORM

GENERAL CONDITIONS

(Adopted by the National Association of Marble Dealers, November 12, 1915, Revised June 18, 1930)

- 1.—Loss of time due to strikes, lockouts, or any cause beyond the control of the marble contractor shall be added to the time of completion of the work covered by this contract.
- 2.—The money consideration named in this contract for the performance of marble work, shall not be subject to any allowance or deduction for specific or pro-rated charges on account of general cleaning, plaster patching, office or telephone service, light, heat, water, insurance on materials in or at the building (whether set in place or not), use of general gangways and hoisting facilities, nor for materials, power and workmen required for operation and maintenance of the general gangways and hoisting facilities, nor for watchman services or the erection of temporary structures.
- 3.—The marble contractor shall not be required to cut any marble or other material unless such work is specified definitely by the plans and specifications; if his work has to be cut on account of inaccuracies in the building or in the plans, it shall be paid for as extra work.
- 4.—Any difference whatsoever arising between the parties to this contract with respect thereto are subject to arbitration in the manner prescribed by Article 40 of the General Conditions of the Standard Documents of the American Institute of Architects.—Fourth Edition.
- 5.—If a surety bond is required in connection with the marble work, the amount of the premium shall be paid in addition to the amount claimed herein for the marble work.
- 6.—The making of current partial payments promptly when due is of the essence of this contract, and shall be a condition precedent to the undertakings of the marble contractor; and delays in making such payments, among other things, shall also operate to extend the time of completion by the number of days involved in the delay, and shall also in other respects be treated as a default of the same character as failure of the marble contractor to complete the work in accordance with the provisions of the contract. The monthly payments on contracts in course of execution shall be made within fifteen days after the submission of estimates for payment, and shall be based on 90 percent of the value of the work set in place up to the date of the submission of the same, plus 85 percent of the set value of all material delivered at the building, whether installed or not. Where the marble contractor through no fault of his own is delayed in shipping his material, he shall receive monthly payments based upon 85 percent of all material finished and ready to ship, whether the building is ready or not, plus the cost of freight, cartage and storage, if any. Final payment in full shall be made within thirty days from the completion of the marble work, regardless of the final settlement for the building as a whole, or for any other work.
- 7.—Where the specifications call for marbles which are recognized in the trade as requiring patching, sticking, filling, liners, etc., the custom of the trade in such matters shall be accepted as binding on both parties.
- 8.—If the marble work is to be done in cold weather, the space where marble is to be set must be heated to at least 50 F.
- 9.—Right is expressly reserved to suspend this proposal until we are satisfied as to the financial responsibility of the buyer, and no acceptance shall constitute a contract until we are so satisfied and until a bond securing payments is given. Right is expressly reserved to withdraw this proposal in event we are not satisfied with the financial responsibility of the buyer. If, in the course of performance of the work covered by this proposal, there shall arise a reasonable doubt of the buyer's financial responsibility, right is expressly reserved to stop operations, decline shipments or stop any material in transit, without liability, until the buyer shall have paid for the material or satisfied the seller of his financial responsibility.
- 10.—This proposal if accepted by purchaser must be approved by an authorized officer of the Kansas City Marble & Tile Co. before binding seller; and Kansas City, Missouri, shall be held the place of delivery of this instrument.
- 11.—This proposal is subject to acceptance within ten days from its date and is invalid thereafter, unless specifically stated.
- 12.—The above clauses, 1 to 11, inclusive, shall take precedence over any conflicting provisions in this contract.

We have shown the ladders, but you may prefer, or have now, Bronze or Brass ladders which could be used.

Outside of the numerals, floor strips and lettering on curb, which color can be selected by you we figured on using a pure white vitreous 3/4" square tile. More color could be used, if you so desire for ornamental strips etc. as shown on some of the cuts sent you, at a nominal extra cost.

The water depth is a matter of conditions and choice and could be changed from what we show.

As shown, the work, installed complete would cost approximately \$4,200.00; any changes to figure accordingly.

Yours very truly,

KANSAS CITY MARBLE AND TILE COMPANY

GFK:MVL