

THIS AGREEMENT made the 12<sup>th</sup> day of December in the year nineteen hubdred and thirty six by and between George P. Mueller & Son, Inc., 820 S. Conkling Street, Baltimore, Md., hereinafter called the Contractor and the German United Evan. Church, hereinafter called the Owner, WITNESSETH, that whereas the Owner intends to erect a Brick Parsonage at the N.E. cor East Ave and Dillon Street, Baltimore, Md.

NOW, THEREFORE, the Contractor and the Owner, for the considerations hereinafter named, agree as follows:

Article I. The work to be done and the Documents Forming the Contract.

The Contractor agress to provide all the labor and materials and to do all things necessary for the proper construction and completion of the work shown and described on the Drawings bearing the title  
PARSONAGE AND GARAGE FOR THE GERMAN UNITED EVAN. CHURCH,  
S. East Ave and Dillon St., Balto., Md.  
and numbered I to 8 inclusive and in the specifications bearing the same title, numbered I to Io inclusive.

The said drawings and Specifications and the General Conditions of the Contract together with this Agreement, constitute the Contract; the Drawings, Specifications and General Conditions being as fully a part thereof and hereof as if hereto attached or herein repeated. If anything in the said General Conditions is inconsistent with this Agreement, the Agreement shall govern.

The said documents have been prepared by N. Robertson Randle, therein and hereinafter called the Architect.

Article 2. Changes in the Work.

The Owner, through the Architect, may from time to time, by written instructions or drawings issued the Contractor, make changes in the above-named Drawings and Specifications, issue additional instructions, require additional work or direct the omission of work previously ordered, and the provisions of this contract shall apply to all such changes, modifications and additions with the same effect as if they were embodied in the original Drawings and Specifications.

Article 3. The Contractor's Duties and Status.

The Contractor recognizes the relations of trust and confidence established between him and the Owner by this agreement. He covenants with the Owner to furnish his best skill and judgment and to cooperate with the Architect in forwarding the interests of the Owner. He agrees to furnish efficient business administration and superintendence and to use every effort to keep upon the work at all times an adequate supply of workman and materials, and to secure its execution in the best and soundest way and in the most expeditious and economical manner consistent with the interests of the Owner.

Article 4. Fee for Services.

In consideration of the performance of the contract, the Owner agrees to pay the Contractor, in current funds, as compensation for his services hereunder,

8% of the cost of the work; the Contractor guarantees the Owner, the cost of the work will not exceed \$ 7,000.00 which shall be paid as follows: between the first and the seventh of each month, Fifteen percent reserve to be deducted from the amount of the monthly Labor and material bill and the Contractor to receive eight percent of this remainder for services rendered; thirty days after the work has been declared completed, by the Architect, the Contractor is to receive the amount of the reserve plus the eight percent for services.

Article 5. Costs to be reimbursed.

The Owner agrees to reimburse in current funds all costs necessarily incurred for the proper ~~proper~~ prosecution of the work and paid directly by the Contractor, such costs to include the following items, and to be at rates not higher than the standard paid in the locality of the work except with prior consent of the Owner.

a- All labor directly on the Contractor's pay roll.  
b- Salaries of Contractor's Employees stationed at the field office.  
c- Permit fees  
d- Losses and expenses, not compensated by insurance or otherwise sustained by the Contractor in connection with the work, provided they have resulted from causes other than the fault or neglect of the Contractor. Such losses shall include settlements made with the written consent and approval of the Owner. No such losses and expenses shall be included in the cost of the work for the purpose of determining the Contractor's fee, but if, after a loss from fire, flood or similar cause not due to the fault or neglect of the Contractor, he be put in charge of reconstruction, he shall be paid for his services a fee proportionate to that named in Article 4 hereof.

e- Cost of hand tools, not owned by the workman, canvas and tarpaulins, consumed in the prosecution of the work and shall remain the property of the Contractor.

f- The Contractor shall receive 85% of the value of the work in place plus the 8% profit, the first part of each month as hereinbefore stated.

g- Any old material salvaged from the wrecking of the building on the site of the Parsonage and Garage, which is used in the new building shall have an adjustment made, which shall be approved by the Architect.

Sale of Salvaged Materials.

The Contractor shall turn over all moneys received from the sale of salvaged materials.

Demolishing the Old Sunday School Building  
N.E. cor East Ave and Dillon St.

The Owner commissions the Contractor to wreck the Old Sunday School building, to be done in accordance with the General Conditions and this contract as it applies.

Article 6.

Reimbursement of expenses to the Contractor shall Not include any of the following:

- a- Salary of the Contractor, if an individual, or salary of any member of the Contractor, if a firm, or salary of any officer of the Contractor, if a corporation.
- b- Overhead or general expenses of any kind, except as these may be expressly included in Article 5.
- c- Interest on capital employed either in plant or in expenditures on the work, except as may be expressly included in Article 5

Article 7.

Costs to be paid direct by the Owner.

In addition to items of cost noted in Article 5 for which the Owner reimburses the Contractor, the Owner shall pay all costs as follows:

- a- Materials, supplies, equipment and transportation required for the execution of the work, which shall include all temporary structures and their maintenance; all such costs to be at rates not higher than the standard paid in the locality of the work except with prior consent of the Owner.
- b- The amounts of all separate contracts.
- c- Premiums on all bonds and insurance policies called for under the General Conditions of the Contract.
- d- Rentals of all construction plant or parts thereof, whether rented from the Contractor or others, in accordance with rental agreements approved by the Architect. Transportation of said construction plant, cost of loading and unloading, cost of installation, dismantling and removal thereof and minor repairs and replacements during its use on the work,- all in accordance with the terms of the said rental agreement.

Article 8.

All discounts, rebates and refunds, and all returns from the sale of surplus materials, equipment, etc., shall accrue to the Owner, and the Contractor shall make provisions so that they can be secured.

Article 9.

Any cost due to the negligence of the Contractor or anyone directly employed by him, either for the making good of defective work, disposal of material wrongly applied, making good of damage to property, or excess costs of material or labor, or otherwise, shall be borne by the Contractor, and the Owner may withhold money due the Contractor to cover any such cost already paid by him as part of the cost of the work.

This article supersedes the provisions of General Conditions of the Contract so far as they are inconsistent herewith.

Article IO.

All portions of the work that the Contractor's organization has not been accustomed to perform or that the Owner may direct, shall be executed under separate contracts let by the Owner direct. In such cases either the Contractor shall ask for bids from contractors approved by the Architect and shall deliver such bids to him, or the Architect shall procure such bids himself, and in either case the Architect shall determine, with the advise of the Contractor and subject to the approval of the Owner the award and amount of accepted bid. The Owner shall contract for such work direct with such a pproved bidders in accordance with the terms of this agreement and the General Conditions of the Contract, which Conditions shall, for the purpose of such contracts, stand as written and not be subject to the modifications set forth herein.

The Contractor, being fully responsible for the general management of the building operation. shall have full directing authority over the execution of the separate contracts.

The speerate Contractors shall not only cooperate with each other, as provided in the general conditions of the Contract, but they shall conform to all directions of the Contractor in regard to the progress of the work.

Article II.

The title of all work completed and in the course of construction and of all materials on account of which any payment has been made, and materials to be paid for under Article 7, shall be in the Owner.

Article I2.

The Contractor shall check all materials and labor entering into the work and shall keep such full and detailed accounts as may be necessary to proper financial management under this Agreement and the system shall be such as is satisfactory to the Architect or to an auditor appointed by the Owner? The Architect and Owner shall have access to the work and to all the Contractor's books, records, correspondence, instructions, drawings, receipts, vouchers, memoranda, etc., relating to this contract, and the Contractor shall preserve such records for a period of two years after the final payment hereunder.

Article I3.

The Contractor shall, between the first and the seventh of each month, deliver to the Architect a statement, sworn to if required, showing in detail and as completely as possible all moneys paid out by him on account of the cost of the work during the previous month for which he is to be reimbursed under Article 5 hereof, with original pay rolls for labor, checked and approved by a person satisfactory to the Architect and all receipted bills.

He shall at the same time submit to the Architect a complete statement of all moneys properly due for materials or on account of separate contracts, or on accpnt of his fee, or otherwise, which are to be paid direct by the Owner under Article 7 hereof.

The provisions of this Article supersede those of the General Conditions of the Contract.

Article I4.

The Architect shall check the Contractor's statement of moneys due, called for in Article I3, and shall promptly issue certificates to the Owner for all such as he approves, which certificates shall be payable on issuance.

Article 15.

Should the Contractor neglect or refuse to pay, within five days after it falls due any legitimately incurred by him hereunder ( and for which he is to be reimbursed under Article 5) the Owner, after giving the Contractor twenty-four hours' written notice of his intention to do so, shall have the right to pay such bill directly, in which event such payment shall not, for the purpose either of reimbursement or of calculating the Contractor's fee, be included in the cost of the work.

Article 16.

(The provisions of this Article supersede the General Conditions as it applies)

If the Owner should terminate the contract under the General Conditions of the Contract, he shall reimburse the Contractor for the balance of all payments made by him under Article 5, plus a fee computed upon the cost of the work to date at the rate of percentage name in Article 4 hereof, and the Owner shall also pay to the Contractor fair compensation, either by purchase or rental, at the election of the Owner, for any equipment retained. In case of such termination of the contract the Owner shall further assume and become liable for all obligation, commitments and unliquidated claims that the Contractor may have therefore, in good faith undertaken or incurred in connection with said work and the Contractor shall, as a condition of receiving the payments mentioned in this Article, execute and deliver all such papers and take all such steps, including the legal assignment of his contractual rights, as the Owner may require for the purpose of fully vesting in him the rights and benefits of the Contractor under such obligations or commitments.

Article 17.

The Contractor shall endeavor to employ members of the Church's unemployed, if the applicant for employment has the proper qualifications for the kind of work sought and a letter signed by three Officers of the Church; the Contractor has the right to discharge any such person employed if incompetence is clearly evident.

The Contractor and the Owner for themselves, their successors, executors, administrators and assigns hereby agree to the full performance of the covenants herein contained.

IN WITNESS WHEREOF they have executed this agreement the day and the year first above written.

Contractor Geo P. Mueller & Son (Seal)

Geo P. Mueller

Owner German Unit Church (Seal)

by George Lautner Pres

Witness William E. Egan (Seal)