

Law Offices of  
RALPH O. DALE  
ROOMS 10 AND 11, BATH TRUST CO. BLDG.  
BATH, MAINE



THIS AGREEMENT, made this twenty-eighth day of June in the year of our Lord one thousand nine hundred and twdnty-one, by and between A. L. Tripp, of Bath in the County of Sagadahoc and State of Maine, party of the first part (hereinafter designated the Contractor), and the Congregation of Beth/<sup>of</sup>Israal, a corporation, created under the laws of Maine, and located at Bath in said County, party of the second part (hereinafter designated as the Owner.

WITNESSETH that the Contractor, in consideration of the agreements herein made by the Owner, agrees with the Owner as follows;

ARTICLE 1. The Contractor shall and will provide all the materials and perform all the work for the completion of the Synagogue on Washington Street on the lot next north of the Hitchcock property so-called, in the city of Bath, Maine, as shown on the drawings and described in the specifications prepared by A. L. Tripp, which drawings and specifications are indentified by the signatures of the parties hereto, and become a part of this contract.

ARTICLE 2. Alterations may be made in the work, either omitting or adding certain items without vitiating this contract. If any omissions are made, the Contractor agrees to deduct therefor an equal amount to that specified on the attached detailed ~~statement~~ estimate. If any additions are made, the charges therefor are to be agreed upon between the owner and the contractor before any such work is entered upon.

ARTICLE 3. Should the Contractor at any time refuse or neglect to supply a sufficiency of properly skilled workman, or of materials of the proper quality, or fail in any way respect to prosecute the work with promptness and diligence, or fail in the performance of any of the agreements herein contained, the Owner shall be at liberty, after three days written notice to the Contractor, to provide any such labor or materials, and to deduct the cost thereof from any money then due or thereafter to become due to the Contractor under his contract; and if refusal, neglect or failure is sufficient



ground for such action, the Owner shall also be at liberty to terminate the employment of the Contractor ~~for~~ the said work and to enter upon the premises and take possession, for the purpose of completing the work included under this contract, of all materials, tools and appliances; and in case of such discontinuance of the employment of the Contractor he shall not be entitled to receive any further payment under this contract until the said work shall be wholly finished, at which time if, the unpaid balance of the amount to be paid under this contract shall exceed the expense insured by the Owner in finishing the work, such excess shall be paid by the Owner to the Contractor; but if such expense shall exceed ~~such~~ unpaid balance, the Contractor shall pay the difference to the Owner.

ARTICLE 4. The Contractor shall complete the several portions, and the whole of the work comprehended in this Agreement by and at the time or times hereinafter stated, to wit: As soon as possible and not later than October 15, 1921.

ARTICLE 5. Should the Contractor be delayed in the prosecution or completion of the work by the act, neglect or default of the Owner, or of any other contractor employed by the Owner upon the work, or by any damage caused by fire or other casualty for which the Contractor not responsible, or by combined action of workman in no wise caused by or resulting from default or collusion on the part of the Contractor, then the time herein fixed for the completion of the work shall be extended for a period equivalent to the time lost by reason of any or all the causes aforesaid,

ARTICLE 6. The Owner agrees to provide all labor and materials essential to the conduct of this work not included in this contract in such manner as not to delay its progress, and in the event of failure so to do, thereby causing loss to the Contractor, agrees that he will reimburse the Contractor for such loss; and the Contractor agrees that if he shall delay the progress of



the work so as to cause loss for which the Owner shall become liable, then he shall reimburse the Owner for such loss. Should the Owner and Contractor fail to agree as to the amount of loss comprehended in this Article, the determination of the amount shall be referred to arbitration as provided in Article 10 of this contract.

ARTICLE 7. It is hereby mutually agreed between the parties hereto that the sum to be paid by the Owner to the Contractor for said work and materials shall be Five thousand dollars subject to additions and deductions as hereinbefore provided, and that such sum shall be paid by the Owner to the Contractor, in current funds, and only upon <sup>proper evidence by Contractor</sup> ~~certificates of the Architects~~, as follows; \$800.00 when the cellar or basement is completed; \$1200.00 when the roof is shingled in; \$2000.00 at the completion of contract as per specifications and \$1000.00 within <sup>sixty</sup> ~~thirty~~ days after completion and acceptance.

If at any time there shall be evidence of any lien or claim for which, if established, the Owner of the said premises might become liable, and which is chargeable to the Contractor, the Owner shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify against such lien or claim. Should there prove to be any such claim after all payments are made, the Contractor shall refund to the Owner all moneys that the latter may be compelled to pay in discharging any lien on said premises made obligatory in consequence of the Contractor default.

ARTICLE 8. It is further mutually agreed between the parties hereto that no certificate given or payment made under this Contract, except the final certificate or final payment, shall be conclusive evidence of the performance of this contract, either wholly or in part, and that no paymdnt shall be construed to be an acceptance of defective work or improper materials.

ARTICLE 9. The Owner shall during the progress of the work maintain insurance on the same against loss or damage by fire, the policies to cover all work incorporated in the building,



and all materials for the same in or about the premises, and to be made payable to the parties hereto, as their interest may appear.

ARTICLE 10. In case the Owner and Contractor fail to agree in relation to matters of payment, allowance or loss referred to in Article 3 and 6 of this contract, or should either of them dissent from the decision of the Architects referred to in Article 5 of this contract, then the matter shall be referred to a Board of Arbitration to consist of one person selected by the Owner, and one person selected by the Contractor, these two to select a third. The decision of any two of this Board shall be final and binding on both parties hereto. Each party hereto shall pay one-half of the expense of such reference.

The said parties for themselves, their heirs, successors, executors, administrators and assigns, do hereby agree to the full performance of the covenants herein contained.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands and seals, this twenty-eighth day of June 1921.

In Presence of

Ralph O. Dae  
To all.

*all alterations  
made in this contract was  
before signing  
Ralph O. Dae*

Joseph Lubrich  
Nathan Povich  
Morris Cohen  
Chas. Arik  
J. Greenblatt

Building Committee for  
Congregation BETH OF ISRAEL.

A. L. Tripp  
Contractor.





SPECIFICATION OF LABOR AND MATERIAL FOR  
THE ERRECTION OF A SYNAGOGUE FOR THE CONGREGATION BETH OF  
ISRAEL, BATH, MAINE.

The work to be under the supervision of the chairman of the Building Committee of the Congregation BETH OF ISRAEL, Bath, Maine.

General conditions:

The contractor shall give his personal attention to the work. He shall provide all material, labor, transportation scaffolding, utensils etc. of every description required for the complete and substancial execution of the work herein specified.

He shall obtain all permits to properly carry out his work, paying the lawful fees required, shall give the proper authorities the requisite notices relating to work, shall afford every facility for inspection, and shall be responsible for all violations of law or damages to property caused by him or his employees and shall properly protect his work during progress.

All material shall be according to specifications herein made and workmanship to be done in a good workmanlike manner.

EXCAVATION.

The contractor is to do all excavating for the foundation and clear away all rocks, dirt and rubbish. The basement is to be constructed out of concretè and to be at least eight feet



deep in the clear and to be at least 3' and 6" above the grade line. The size of said basement is to be 29' x 55'.

### MASONRY WORK.

#### Concrete.

The concrete used in the foundation and basement to be of Portland cement and mixed as follows; one part Portland cement and three parts of gravel as furnished by Mr. Crooker and as much one man stone as possible to permit good workmanship.

Forms and concrete to be made and turned in a good and workmanlike manner.

16 by 8  
The foundation is to be made of concrete of the above proportion to the sill line except upon the front of the building which is to be made of good up and down brick. Under the steps concrete will be used in the foundation to the sill line the said proportion of cement and gravel as mentioned above to be used.

#### Chimneys.

To build chimneys as shown on drawing and to be made of good up and down brick laid in lime mortar from basement to roof, from roof to top of chimney to be made of hard burned brick laid in Portland cement mortar.

#### Steps.

16 by 8  
To be built as per plan and specifications of the same proportion as used in foundation except the top dressing which shall be one part cement and two parts sand.

#### Floor of Basement.

It shall be covered with a rough mixture of cement of the following proportion, one part cement and three parts sand



in which shall be embedded screeds to hold floor.

Tank.

To be six feet square and built of concrete to be water tight connected with intake and outlet.

To be built with one part cement and three parts sand and smooth on the outside in order to paint.

Walk.

To be complete from steps to the sidewalk five feet in width, built with cement one part cement to six parts gravel, top dressing to be seven-eighths inches thick and to be made with one part cement and three parts sand.

To do any other mason work required to properly carry out the work as shown upon plan.

Frame.

All framing lumber to be of spruce, hemlock or pine and of sizes indicating on drawing or in specifications.

Sills.

To be 6" x 8"

Floor Timber.

To be 2" x 10" 16" on center.

Studding.

To be 2" x 4" 16" on center.

Gurder.

16" I beam 60 lbs. to the foot and 36' long.

Rafters.

2" x 6" 20" on center.

Ceiling.

2" x 8" laced to rafters.



### Window Openings.

All window openings to be 4' x 9'. *Double glass*

### Clapboards.

All clapboards to be second clear spruce or pine.

Five nails to the clapboard.

### Inside Studding.

2" x 3" except carrying partitions which will be 2" x 4" and 16" on center.

All boarding to be either good sound spruce, hemlock or pine.

### Shingles.

Shingles for roof to be of No. 1 quality Asphalt shingles of four-in-one type nailed with galvanized nails.

### Outside Finish.

Outside trim to be of good sound pine, free from all loose knots and shakes. Finish on front of building to be fluted. Corner board to be 10" wide.

### Window Frames.

Frames to be fitted with pulleys for double hung sash.

### Flooring.

The basement flooring to be finished completed as per plan and to be of rift hard pine 13/16" thick by 3 1/4" face.

### Wall & Partition.

To be dadoed up 4' and with suitable cap of hard pine.

### Plumbing.

To furnish one laboratory and one closet to be connected with City sewer and water.

Walls above cap and ceiling to be covered with steel ceiling and painted two coats.

### Electrical Work.

To furnish all wiring work necessary to complete building no fixtures included, all sheathing to be of good quality hard pine.



### Windows & Doors.

Windows to be made as per plan of good American Glass except windows and doors with the arched top, the arches which are to be made out of colored glass, the color to suit the owners.

The outside door to be of 1 $\frac{3}{4}$ " clear pine built as per detail. Inside doors to be of the five cross panel type Oregon fur 2' 8" x 6' 8" x 1 $\frac{3}{8}$ ". Interior trim including ~~face~~ <sup>base</sup> board, pilaster etc. to be of North Carolina Pine or Oregon Fur.

### Platform.

Of size and shape in auditorium to suit owners, stairs to be built as per plan in a good substantial manner using hard pine treads and risers. Rail to be of hard pine, stock size 1 1/2 " square balusters two the tread.

### Painting.

All outside work to be given one coat of lead and oil except front which is to have two coats, color to suit owner. All interior basement to have two coats of varnish or paint as owner desires.

Floors to be given two coats of oil mixed in proper proportion with turpentine.

The contractor to furnish wooden letters finished in gold leaf for front of building which reads as follows;  
" BETH OF ISRAEL 1921".

### Hardware.

Contractor to furnish all hardware to complete said building as per contract.

Upper floor not to be finished, but the floor of auditorium and balcony to be rough boarded.

The Owners reserve the rights to furnish a bond for the completion of Contract by the Contractor, to be paid by Owner.



It is hereby agreed between the Building Committee of BETH OF ISRAEL and A. L. Tripp the contractor that the following ammendments be added to the specifications.

Foundation

The foundation for the basement is to be 16" thick at the bottom and 10" thick at the top.

Sheathing Paper.

Sheathing paper of good quality on all walls.

Chimney.

The Chimney flue to be 8" by 12".

Basement.

The paragraph marked Excavation at the bottom of page one of the specifications is hereby ammended by inserting the words "<sup>9' feet</sup>~~3 inches~~" so that it will read as follows;

EXCAVATION.

The contractor is to do all excavating for the foundation and clear away all rocks, dirt or rubbish. The basement is to be constructed out of concrete and to be at least <sup>9' feet</sup>~~3' 6"~~ deep in the clear and to be at least 3' 6" above the grade line. The size of said basement is to be 29' by 55'.

The extra sum of \$140.00 to be the price for the additional foot which is to be added to the foundation.



Witness our hands and seals this twenty-eighth day of  
June, 1921.

Joseph Salovich Chairman  
6 Nathan Povich  
Morris Cohen  
Chas. Prik  
S. Gruenblatt

Building Com.

for

Congregation

of

BETH OF ISRAEL.

In the presence of

Ralph Haas  
To all.

A. L. Tripp

Contractor.