

BUILDING AGREEMENT

for THE WAWONA KITCHEN REMODELLING

THIS AGREEMENT, made the Seventeenth day of September, 19 62,

by and between THE YOSEMITE PARK AND CURRY COMPANY

\_\_\_\_\_ , hereinafter called "Owner", and

THE CHIVERS CABINET SHOP ,

a \_\_\_\_\_ , of \_\_\_\_\_ ,  
hereinafter called "Contractor",

WITNESSETH, THAT

WHEREAS, Owner desires to have Contractor do the work herein provided to be done and Contractor desires to do the work and represents to Owner that he has fully familiarized himself with this Contract, has visited and inspected the site and premises, and has fully satisfied himself about any and all existing conditions which might in any manner affect the work to be done,

NOW, THEREFORE, in consideration of the foregoing and of the other considerations moving between the parties and upon the conditions hereof,

IT IS AGREED:

First. Contract Price. Contractor agrees to perform all the work to be done under this Contract in the manner required, for the sum specified, to be determined as provided in this paragraph, and as set forth in this Building Agreement, subject only to such additions and deductions as may be specifically provided elsewhere in this Contract, and Owner agrees to pay Contractor said sum, viz:

A sum equal to the "actual net cost" of performance to the Contractor plus a fee of Six per cent (6%) of such actual net cost for Contractor's ~~superior~~ services and profit; provided that the total sum to be paid Contractor shall in no event exceed Sixty Two Thousand Three Hundred and Ninety Four Dollars and 00/100 (\$ ---62,394.00---) Dollars. The total sum to be paid Contractor shall be determined as herein provided and payments shall be made by Owner to Contractor upon the conditions, in the manner, and at the times herein provided.

Second. Commencement and Completion Dates. Contractor agrees to begin performance of this Contract ~~within~~ on the date (\_\_\_\_) ~~calendar~~ ~~days from the date~~ hereof, thereafter diligently to prosecute performance until completion, and to complete performance within Ninety \_\_\_\_\_ (90) calendar days from the date hereof, that is to say, on or before December 16, 1962.

\* SEE ATTACHMENT "A"

Third. Work to Be Done. The word "work", used in the sense of the work to be done by Contractor in performance of this Contract, includes all acts to be performed, labor to be supplied, and all materials, tools, equipment, cartage, and other facilities, and Contractor's superintendence required for the full, timely, and complete performance of the Contract. All utilities are included in such work, except to the extent the specifications may specifically provide for furnishing by the Owner.

Fourth. Payments. The Owner agrees, in consideration of the performance of the said work by the Contractor, as in this agreement provided, to pay, or cause to be paid, to the Contractor, his legal representative, or assigns, the sum of Sixty Two Thousand Three Hundred and Ninety Four and 00/100

----- (\$ ---62,394.00-)  
Dollars, in partial and final payments, at the times and in the manner following, to-wit:

- (a) Progress Payments: At the end of each calendar month or as soon thereafter as practicable, a progress payment shall be made on estimates made by the Contractor and approved by the Architect. Progress payments shall be 85% of the amount of the approved estimates. In preparing estimates, the material delivered on the site and preparatory work shall be taken into consideration.
- (b) Completion Payment: Upon completion of the work of the Contract the Owner shall pay to the Contractor a sum to increase the total of all payments to 85% of the Contract Price. The Owner shall then file a Notice of Completion with the County Recorder of Mariposa, County, California.
- (c) Final Payment: Final payment shall be due and payable 35 days after the filing of the said Notice of Completion with said County Recorder, provided the work is then fully completed and the Contract fully performed. Before the issuance of final certificate by the Architect, the Contractor shall submit evidence satisfactory to the Architect that all payrolls, material bills, and other indebtedness connected with the work have been paid.

Fifth. Standard of Performance. All work to be done hereunder shall be done in good, workmanlike, and substantial manner, and in strict accordance with the drawings and specifications, so as to satisfy the Architect that this Contract and all its requirements have been fully observed, performed and completed.

Sixth. Completion Defined. The work shall not be deemed completed within the meaning hereof unless and until the Architect has made his final inspection and has certified to Owner that this Contract has been fully observed and performed. Owner agrees that the Architect will promptly commence inspection upon actual receipt of written notice from Contractor that the work has been completed and is ready for final inspection.

Seventh. Title. The title to all work in course of construction at the site, to all materials, equipment, etc., in permanent place in the building, and to any materials which are to be incorporated in the building on account of which Owner shall have made any payment to Contractor (whether in a progress, completion, final, or other payment) shall vest and be in the Owner. Otherwise, title to materials, equipment, etc., at the site but not in permanent place, or at any distant point, shall not be in Owner unless Owner and Contractor shall, in specific instances, otherwise agree in writing.

Eighth. Contract Defined. This contract as made up of and includes this signed Building Agreement, the General Conditions expressly made a part hereof, and the Drawings and Specifications, just as if they had all been embodied in one document. The contract so defined is the entire contract between Owner and Contractor, and there are no other representations or warranties. This Contract may not be amended or modified in any way, or at any time, by oral agreement by an officer or any representative of either Owner or Contractor, but shall be amended or modified only in writing executed in the same manner as the original contract.

Ninth. Identificatory of (a) Drawings and (b) Specifications.

(a) The drawings referred to herein and forming a part of this Contract are identified as follows:

Wawona Hotel Working Drawings and Specifications 1, 2, 3, 4, M-1, M-2, E-1, E-2 dated August 6, 1962 prepared by Spencer and Lee, Architects. Designated NP-YOS 8434 by the National Park Service. (The kitchen equipment and furnishings are shown on these drawings for information only and are not a part of the contract.)

(b) The Specifications referred to herein and forming a part of this contract are identified as follows:

A part of the drawings.

Tenth. Force of Essence. This is of the essence of this Contract and of each and every covenant and condition thereof.

Eleventh. Independent Contractor. The Contractor is and shall be an independent contractor and shall not under any circumstances be or be deemed to be the agent, servant, or employee of the Owner.

Twelfth. General Conditions. The provisions, covenants, and conditions, under the general heading "General Conditions", appearing on the attached paper, are as fully a part of this Building Agreement as if included and set out at length at this point.

Thirteenth. Non-waiver. In the event that either owner or Contractor shall at any time or times waive any breach of this Contract by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Contract, whether of the same or any other covenant, condition, or obligation.

Fourteenth. Non-Assignability. Contractor shall not assign nor transfer this Contract or any interest therein, without the express written consent of Owner and then only upon such terms and conditions as Owner may stipulate in writing. Contractor shall not assign any moneys due, or to become due, to him hereunder without the express written consent of Owner. However, nothing in this paragraph contained shall be construed as prohibiting subcontracting in accordance with the provisions made herein with respect to such subcontracting.

Fifteenth. Third Person Singular. The third person singular has been employed herein and shall be construed as the context may require as the plural or neuter.

Sixteenth. Binding Clause. This Contract shall be binding upon and inure to the benefit of Owner and Contractor, their respective executors, administrators, successors, and assigns, subject, however, to the provisions respecting non-assignment hereof by Contractor.

IN WITNESS WHEREOF, in quintuple, the parties hereto have executed this Contract on the day and year first above written.

YOSEMITE PARK AND CURRY COMPANY

Owner

BY

*Hilmer Gehlmann*

Hilmer Gehlmann, Executive Vice President

CHIVERS CABINET SHOP

Contractor

BY

*Robert Chivers*

Robert Chivers, Contractor

*Robert Chivers*  
*Contractor*

100

100

ATTACHMENT "A"

BUILDING AGREEMENT

WAWONA KITCHEN REMODELLING

September 17, 1962

- \* Item 39 (a) of the General Conditions to be modified to allow hourly compensation to Mr. Chivers for his personal "on site" supervision time and travel in lieu of a separate superintendent as provided for in 39 (c) 8 of the General Conditions. Rate of compensation to be the same as paid Mr. Chivers as Mr. Hehdahl's foreman that is: Six Dollars and Twenty Five Cents (\$6.25) per hour for a maximum of eight hours in a twenty-four hour period.

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## GENERAL CONDITIONS

(being a part of the foregoing Agreement)

### I. Principles and Definitions.

(a) This Contract is defined and the Contract Documents are described in the Agreement to which these General Conditions are attached and of which they form a part.

(b) Owner. The word "Owner" refers to the Yosemite Park and Curry Company, Yosemite National Park, California.

(c) Architect. The word "Architect" as used herein means Eldridge T. Spencer and Alton S. Lee, Architects, 251 Kearny Street, San Francisco, California. Whenever action by the Architect is provided for, whether in making a decision, issuing a certificate, giving instructions or whatever else it may be, and more than one person is included, it is understood that they shall act jointly, but any one may sign any documents in the name of both of them.

(d) Notices. All notices given by one party to the other shall be in writing delivered to the business address given below. Such notice actually delivered in person to one of the officers of Owner or to Contractor (if an individual) or to any partner thereof (if a partnership) or to any officer (if a corporation) shall be deemed duly served upon delivery. If not so delivered in person, such notice shall be sent by registered mail, return receipt demanded, and if the purpose of the notice is to exercise any right, that right shall be deemed to have been duly exercised if the notice is postmarked on the last day of the period within which the right may be exercised, and if the purpose of the notice is to start any period of time running or to give notice of action to be taken by the other party then the first day of that period of time or for taking action shall be taken as the second business day following the date of the postmark of such notice.

The business address of Owner is:

YOSEMITE PARK AND CURRY COMPANY  
YOSEMITE NATIONAL PARK, CALIFORNIA

The business address of the Contractor is:

Mr. Robert Chivers  
Chivers Cabinet Shop  
Post Office Box 927  
Mariposa, California

Either party may change the business address listed above by written notice given to the other.

(e) Governing Law. The law of the State of California and National Park Service Regulations shall govern the construction of this Contract.

## 2. Execution, Correlation and Intent of Documents.

(a) The Contract Documents shall be signed in duplicate by Owner and Contractor. In case of failure to sign the General Conditions, Drawings or Specifications, the Architect shall identify them.

(b) The Contract Documents are complementary and what is called for by any one shall be as binding as if called for by all.

(c) Large scale and full size drawings shall be followed in preference to small scale drawings. Figured dimensions shall be followed in preference to scale measurements. If there are not sufficient figures or information on any drawing, Contractor shall notify the Architect and shall not proceed without adequate instructions.

(d) Contractor shall carefully study and compare all Drawings, Specifications and other instructions as and when received and shall report to the Architect any error, inconsistency or omission occurring therein before commencing the work covered thereby and shall request instructions before proceeding with such work.

(e) The intent of these Contract Documents is to provide for and cover all necessary material, labor, tools, equipment and transportation for the proper execution of the work. Errors in the Contract Documents will not be a basis of extras on the part of the Contractor. The contract price shall be considered to include the proper execution of the work involved where the intent is clear.

(f) For convenience, the Specifications are arranged in the several sections indicated, but such separation shall not be considered as the limits of the work required of any separate trade. The terms and conditions of such limitations are wholly between the Contractor and his subcontractors.

## 3. Detail Drawings and Instructions.

(a) Detail Drawings. Such additional detail drawings as may be necessary will be supplied during the progress of the work and shall be considered by the contractor as forming part of these specifications.

(b) Schedule. Contractor shall furnish, if the Architect so requests, a schedule fixing the dates for the submission of shop drawings, for the beginning of manufacture and installation of materials, for the completion of the various parts of the work.

(c) Ownership. All Drawings and Specifications and copies thereof furnished to the Contractor by the Architect in connection with the work are the property of the Owner. They are not to be used on other work and, with the exception of the signed contract set, are to be returned to Owner on request at the completion of the work. All models are the property of Owner.

(d) Shop Drawings. Contractor shall submit shop drawings with such promptness as to cause no delay in the work. They shall be submitted in quintuplicate to the Architect for approval. Corrections required by the Architect shall be made by Contractor who, upon accomplishment of same, shall file with the Architect five (5) corrected copies. The Architect's approval of such drawings shall be general only and shall not relieve Contractor from responsibility for errors of any sort or for deviations from Drawings or Specifications, unless he has in writing called the Architect's attention to such deviations at the time of such omissions.

(1) Distribution of approved shop drawings shall be as follows:

Owner - 1 copy  
Contractor - 3 copies  
Architect - 1 copy

#### 4. Labor and Materials.

(a) Supervision. Contractor shall give efficient supervision to the work, using his best skill and attention; he shall lay out the work and be responsible for its correctness and shall keep on the work during its progress a competent foreman and any necessary assistants, all satisfactory to the Architect. The foreman shall not be changed except with the consent of the architect, unless the foreman proves to be unsatisfactory to Contractor and/or ceases to be in his employ. The foreman shall represent Contractor in his absence and all directions given to him shall be as binding as if given to Contractor. All directions shall be confirmed in writing in each case, if requested.

(b) Clearing of Site. Contractor shall clear the site of all obstructions which would interfere with the construction work to be done hereunder. All grass, wood, refuse and excavated material shall be disposed of on Owner's premises as directed by Owner.

(c) Temporary Toilet Facilities. Contractor shall provide temporary toilet facilities at the site for the use of all personnel during performance of the work. The minimum number of fixtures required is specified in the Specifications under

"Plumbing". These facilities shall be connected at Contractor's expense to sewer when and where they are available near the site of the work and otherwise cesspools shall be provided and filled with earth at completion of the work. Such facilities are to be kept in neat and clean condition at all times. The permanent plumbing fixtures in the construction shall not be used by the construction personnel.

(d) Water and Electric Power. Except as the Specifications may otherwise specifically provide Contractor shall bring water and electric power for construction to the site from existing service locations as directed by Owner, and shall provide a meter for electric power which shall be charged to and paid for by Contractor at the same rates paid by Owner.

(e) Personnel. Contractor shall not employ on the work any unfit person or anyone unskilled in the work assigned to him.

(f) Night and Overtime. Contractor before doing any night and overtime work shall obtain the express written consent of the Architect in each instance.

(g) Quality: Trade Terms. Unless otherwise specified all materials shall be new and of the best quality. When materials of work are described in words which when so applied, and have a well-known technical or trade meaning, such words shall be held to carry such meaning.

(h) Evidence of Quality. Contractor shall, if required, furnish satisfactory evidence as to kind and quality of materials.

(i) Advertising. No advertising signs of any description will be allowed to be placed on or about the premises except upon the express written permission of the Architect in each instance.

(j) Samples. Contractor shall furnish for approval all samples as directed. The work shall be done in accordance with approved samples.

(k) Cleaning up. Contractor shall, at all times keep the premises free from accumulation of waste material or rubbish caused by his employees or work and at the completion of the work he shall remove all his rubbish from and about the building and all his tools, scaffolding and surplus materials, and shall leave his work "broom clean" or its equivalent, and capable of properly functioning unless more exacting requirements shall be specified herein. In case of dispute Owner may remove the rubbish and charge the cost to Contractor, as the Architect shall determine to be just

### 5. Use of Premises.

(a) Contractor shall confine his apparatus, the storage of materials and the operations of his workmen to limits indicated by law, ordinances, permits or directions of the Architect, and shall not unreasonably encumber the site with his materials.

(b) Contractor shall not load or permit any part of the structure to be loaded with weight that will endanger its safety.

(c) Contractor shall enforce the Architect's instructions regarding signs, advertisements, fires and smoking.

6. Royalties and License Fees.

Contractor shall pay all royalties and license fees for patented materials and/or patented processes used by him.

7. Permits and Regulations.

Contractor shall obtain all permits and licenses, pay all fees, give all notices and comply with all laws, ordinances, rules and regulations bearing on the performance of the work as drawn or specified. If Contractor performs any work, knowing it to be contrary to such laws, ordinances, rules and regulations and without such notice to the Architect, he shall bear all costs arising therefrom without reimbursement. If Contractor observes that the Drawings and Specifications are at variance therewith, he shall promptly notify the Architect in writing. Should Contractor be delayed in any way as a result of such variance, including the possible necessity for preparation of new Drawings and Specifications, then the time of completion shall be extended for such reasonable time as the Architect may specifically grant in writing upon timely application for such extension by Contractor.

8. Architect's Status.

(a) The Architect shall have general supervision and direction of the work. He is the agent of Owner only to the extent provided in this Contract and also when in special instances he is authorized by Owner so to act, and in such instances he shall upon request show Contractor written authority. He has the authority to stop the work whenever such stoppage may be necessary to insure the proper performance of this Contract.

(b) The Architect shall within a reasonable time, as they arise, decide all questions relating to the execution and progress of the work or the interpretation of the Contract; the Architect's decision on matters relating to artistic effect shall be final and binding upon the parties and not subject to arbitration or review, if within the terms of the Contract.

(c) Should any dispute arise as to the quality or fitness of material or workmanship, Architect shall decide it upon the principle that the requirement of the Contract is that the workmanship and materials are to be the best of their respective kinds and what is usual in other buildings shall in no way form the basis of judgement.

9 W. Inspection.

(a) Owner and the Architect and any duly authorized representative of either of them shall at all times have free access to the work wherever it is in preparation or progress for the purpose of making such inspections as he may determine upon. While such inspections may be made from time to time during the progress of the work as Owner or the Architect may in his discretion decide to make, it is specifically understood that neither Owner nor Architect nor any other person shall be required to make any inspection other than the final inspection except as may be otherwise specifically provided for or required. Furthermore, it is specifically understood that the making of any inspection or inspections prior to the final inspection, or the failure to object or condemn material, or the making of any progress payment, shall not in any way constitute acceptance of any material or work or constitute a waiver of the unqualified right of Owner or Architect to raise any points of objection and to insist upon strict compliance with this Contract at the time final inspection is made for determining whether the contract has been completed.

(b) If either Owner or Architect shall notify Contractor in writing of a desire to inspect the work or any portion thereof at any specified stage of the work, or if the specifications require any of the work to be specially tested or approved at any stage of the work, or if any laws, ordinances or regulations, of any public authority require any particular part of the work to be specially tested or approved at any particular time in the course of construction, then Contractor shall give Architect reasonable notice of the time when that particular stage of the work will be done and ready for such inspection, such reasonable time being not less than 48 hours prior notice given in writing.

(c) In the event any inspection is to be made prior to the final inspection and also in connection with the final inspection, Contractor shall furnish complete facilities, including the necessary labor, for the inspection and all material and workmanship, uncovering any work if need be, and shall supply such test specimens or samples or such information or data as may be required hereunder before the inspection and without the approval or consent of the Architect, then Contractor must uncover such work for inspection at his own cost and expense and without reimbursement hereunder.

10 X. Correction of Work.

(a) Architect shall have authority to condemn and reject any and all work and materials which in his opinion does not strictly conform to this Contract. If Contractor shall at any time receive written notice from the Architect stating that any specified work or materials does not strictly conform to the contract and the same is condemned and rejected then Contractor, at his own cost and expense and without reimbursement hereunder, shall within twenty-four (24) hours proceed to remove from the site such materials so condemned or rejected by Architect, whether incorporated in the work or not, and as promptly as

possible replace such materials by the materials required by this Contract, and shall proceed to replace and re-execute the work so condemned or rejected.

(b) If Owner and Architect deem it inexpedient to correct work injured or not done in accordance with the requirements of this Contract or to remove and replace materials not complying therewith, then the Architect shall determine (i) the difference in value between the work actually done and materials actually furnished as compared with the value of the work and material called for, and (ii) the damage resulting from the failure to comply with the contract in these respects, and Owner shall be entitled to withhold and deduct the total of the amounts so determined by the Architect from any moneys then due or later becoming due the Contractor.

11 ~~12~~. Cost of Negligence, Etc.

Any cost of performance due to the negligence of Contractor or anyone directly employed by him or due to failure to comply with all applicable laws, ordinances, rules and regulations, or due to failure to observe and comply with the contract, either for repairs, replacements, refinishing, disposal of material wrongly supplied, or the making good of defective work or of damage to property shall be borne by Contractor and shall not be reimbursed to him in any way. Owner may withhold a sum sufficient to cover any such cost already paid by him as a part of the cost of the work until Contractor provides evidence of correction of the work and payment by him of the costs thereof.

12 ~~13~~. Unexpected Costs.

No item of cost resulting from any unfavorable or unexpected conditions or events which might have been foreseen from thorough examination by Contractor of the site, of the working conditions or of the Contract Documents (including the Building Agreement, the General Conditions, the Specifications and the Drawings) shall be the basis for any extra or other compensations to Contractor, but all such items shall be entirely at Contractor's expense without reimbursement.

13 ~~14~~. Delays.

(a) If Contractor be delayed in the completion of the work by any act or neglect of Owner or the Architect, or of any employee of either, or by any other contractor employed by Owner, or by changes ordered in the work, or by strikes, lockouts, fire, flood, earthquake, windstorm, civil commotion, unusual delay by common carriers, unavoidable casualties or any causes beyond Contractor's control, or by delay authorized by the Architect pending arbitration, or by any cause which the Architect may decide justified the delay, then the time of completion shall be extended for such reasonable time as the Architect may specifically grant in writing.

(b) No such extension shall be made for a cause of delay occurring more than seven (7) days before claim thereof is made in writing to the Architect. In the case of a continuing cause of delay, only one claim shall be necessary.

14. 15. Protection and Safety: Responsibility for Loss and Damage

Contractor shall continuously maintain adequate safeguards such as railing, temporary walks, lights, etc., against the occurrence of accidents, injuries, damage or hurt to any person or property and shall alone be responsible and make good for any such damage or injury which may occur without reimbursement hereunder. In the event of fire, flood, earthquake, windstorm, civil commotion or other disaster, Owner's loss shall be limited to such materials (if any) to which title has passed to Owner or for work for which payments have been made under certificates of Architect, even though such payments do not constitute acceptance of such materials or work. Contractor is to bear all other losses. Contractor agrees to keep all other materials, all other work, his construction plant, tools, etc., fully insured with the insurance payable to himself and to those whom it may concern except for such insurance as Owner shall agree to carry as herein otherwise provided.

15. 16. Fire, etc., Insurance.

Owner may at his option self-insure the entire structure or structures under construction, materials connected therewith whether in or adjacent to the structure or structures, materials actually in place or to be used as part of the permanent construction, the field office, temporary toilet facilities, miscellaneous materials and supplies incident to the work and such scaffolding, staging, towers, forms and equipment as are not owned or rented by Contractor and not a part of his construction plant, or Owner may take out and carry insurance thereon. Owner may also elect to carry such insurance on any tools or equipment owned by the workmen or on any tools, equipment, scaffolding, staging, towers and forms owned or rented by Contractor which are a part of his construction plant.

16. 17. Contractor's Liability Insurance

(a) Before work is commenced Contractor shall furnish Owner satisfactory proof that he has taken out, for the period covered by performance of the contract, full compensation insurance with a company approved by Owner, for all persons whom he may employ, directly or through subcontractors, in carrying out the work contemplated under this contract in accordance with the laws of California and as required by the Owner. Said insurance shall be maintained in full force and effect during the period covered by the contract.

(b) If Contractor fails to maintain such insurance with an acceptable company, Owner may take out compensation insurance with such company to cover any compensation which Owner might be liable to pay under the provisions of such law by reason of any employee of Contractor being injured or killed.

(c) In addition to the compensation insurance provided, Contractor shall also furnish Owner satisfactory proof that he has taken out for the period covered by performance of the contract in a company acceptable to Owner, Public Liability insurance with limits of not less than \$100,000.00 for one person and, subject to that limit per person \$300,000.00 for one occurrence and Property Damage liability insurance with limits of not less than \$25,000.00 for each accident and \$50,000.00 aggregate. Such insurance shall protect the Owner and Contractor against claims arising from damage to the property of others (excepting property in the care, custody or control of Contractor). If Contractor fails to maintain such Public Liability and property damage insurance with an acceptable company, Owner may purchase same and deduct the amount of the premium therefor from any sum due the Contractor.

17. 18. Indemnity.

(a) Damages, etc. Contractor shall indemnify and save harmless Owner of and from any and all claims and demands which may be made by reason of (1) any injury or damage to person, firm or property suffered or sustained by any person or corporation caused by or alleged to have been caused by any act or omission of Contractor or Contractor's agents, servants, workmen, employees, or subcontractors under this Contract, or of persons assisting such subcontractors, (2) of any injury or damage suffered or sustained by any agent, servant, workman, employee or subcontractor of Contractor, or of persons assisting such subcontractors, (3) of any and all injury or damage to Owner's plant or property caused by any negligent act or omission of Contractor or Contractor's agent, servants, workmen, employees or subcontractors under this agreement, or by such persons assisting such subcontractor, and (4) of any and all penalties imposed on account of the violation of any law or regulation, compliance with which is left by this Contract to the part of Contractor, except where the same shall have resulted from causes other than the fault or neglect through action or the failure to act of Contractor or any employee or representative of his or of a subcontractor or any employee or representative; and Contractor shall, at Contractor's own cost, expense and risk, defend any and all actions, suits, or their legal proceedings that may be brought or instituted against Owner and any such claim or demand, and pay and satisfy any judgment that may be rendered against Owner in any such action, suit or other legal proceeding.

(b) Patents. Contractor shall indemnify and save harmless Owner of and from any and all claims and demands which may be made by reason of any infringement, or alleged infringement, of any patent rights, or claims, caused or alleged to have been caused by the use of any apparatus or appliances or portions thereof, furnished or installed by Contractor, and Contractor shall, at Contractor's own cost, expense and risk, defend any and all actions, suits, or other legal proceedings that may be brought or instituted against Owner or on any such claim or demand, and pay and satisfy any judgment or decree that may be rendered or adjudged against Owner in any action, suit or other legal proceeding; except that Owner shall be responsible for any and all

loss when the product or article of particular manufacturer is specified, but if Contractor has information that the product or article specified is an infringement of any patent, he shall be responsible for such loss unless he promptly informs Owner or the Architect.

18 ~~17~~. Changes etc. and Extra Work.

(a) Owner may direct change, substitutions, additions, omissions or extra work (which are singly and collectively hereinafter referred to as "Change or changes"), and Contractor shall perform them if ordered by Owner under the terms and conditions of the original contract. In the event Owner should contemplate the making of any such change, the Architect shall notify Contractor in writing of the nature and character of such proposed changes. Contractor shall thereupon and as soon as possible make an estimate of the effect thereof upon the cost to Owner (whether such effect shall be to decrease or increase the cost) and of the period, if any, by which he would be delayed in the completion of the work and notify the Architect in writing. Thereafter, if Owner shall desire to have such changes incorporated in the work Owner and Contractor shall execute a supplement to his Contract covering said changes and providing for modifications of the maximum contract price upward or downwards as the case may be by adding thereto or subtracting therefrom the amount of the estimate for such changes as hereinabove stated and providing for the number of calendar days extension of time for completion which is to be added to the time for completion provided herein.

(b) In the interest of expediency in pursuing the work a Preliminary Change Order will be used whenever it appears to be necessary so that work may continue. This Preliminary Change Order will contain the same information as discussed in (a) above and will constitute an authorization to make the proposed change as soon as it has been approved by the Contractor's Representative, the Owner's Agent and the Architect's Representative.

19 ~~20~~. Continuance of Contract.

This Contract shall be and remain valid, and any bond required to be furnished hereunder and the obligation of any surety or sureties shall be and remain valid, binding and effectual and shall not be discharged by any change, modification or alteration made in this contract by the performance of any extra work by Contractor or by any extension or extensions of time for performance hereunder, or otherwise.

20 ~~21~~. Separate Contracts.

(a) Owner reserves the right to let other contracts in connection with this work and to perform work of any character, including installation of equipment, with firm or in the employ of the Owner. Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and execution of their work and shall properly connect and coordinate his work with that of others.

(b) Any part of the Contractor's work depending for proper execution or results upon the work of any other contractor shall be inspected by him, and he shall promptly report to the Architect any defects in such work that render it unsuitable for such proper execution and results. His failure so to inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of his work, except as to defects which may develop in the other contractor's work after the execution of his work.

(c) To insure the proper execution of his subsequent work, Contractor shall measure work already in place and shall at once report to the Architect any discrepancy between the executed work and the Drawings.

21 22. Cutting, Patching and Digging.

(a) Contractor shall do all cutting, fitting, or patching of his work required to make its several parts come together properly and fit it to receive or be received by work of other contractors shown upon, or reasonably implied by the Drawings and Specifications for the completed structure and he shall make good after them, as the Architect may direct.

(b) Any cost caused by defective or ill-timed work shall be borne by the party responsible therefor.

(c) Contractor shall not endanger any work by cutting, digging or otherwise, and shall not cut nor alter the work of any other contractors save with the consent of the Architect.

22 23. Subcontractor Defined.

The word "subcontractor" as used in this Contract refers only to those having direct contracts with Contractor, including one who furnishes to Contractor for incorporation in the construction hereunder any material worked to a special design according to the Drawings and Specifications hereof but not including one furnishing material which is not so worked. The word "subcontract" shall be construed in harmony with the foregoing definition.

23 24. Subcontracts.

Contractor shall at the time of execution of this contract, notify the Architect in writing the names of the subcontractors proposed for the principal parts of the work. No changes will be allowed in this list without the approval of the Architect. Further, Contractor shall submit to the Architect each and every subcontract he proposes to enter into for approval. Contractor shall not enter into any subcontract which does not meet with the Architect's approval, except Contractor may execute a subcontract containing a clause that it shall not be binding upon Contractor if disapproved by the Architect. If the Architect does not notify Contractor of his disapproval within ten (10) days after the Architect has received the proposed subcontract (or one subject to disapproval), then the Architect shall be deemed to have approved thereof and Contractor may enter into it.

be bound hereby. The Architect's approval of any such subcontract shall not, however, create any contractual relation between Owner and any such subcontractor, nor in any way relieve Contractor of his full responsibility for the full, complete, timely and proper performance of this contract.

24 25. Subcontractors' Insurance.

Contractor shall require all intermediate contractors and subcontractors and the immediate employers of all employees engaged in the execution of the work to be done hereunder to take out and maintain insurance of the kind stipulated under Article 16 of these General Conditions. Contractor shall also require a clause covering compensation insurance to be inserted in all contracts and subcontracts covering any portions of said work.

25 26. Determination of Claims by the Architect.

If any dispute should exist between the parties or if either party should have any claim against the other party arising out of this Contract, the interpretation thereof, the application thereof, the performance thereof, or any other matter in connection with it, such dispute or claim shall be presented to the Architect for decision. Within a reasonable time thereafter the Architect shall make his decision in writing and furnish a signed copy thereof to each party. Such decision shall be final and binding upon both parties, unless within ten (10) days after notice of such decision one of the parties shall give written notice to the other party that he has rejected such decision. Such rejection shall constitute an election to have the dispute or claim decided by arbitration as hereinafter provided. It is specifically understood, however, that where it has been expressly provided that the Architect's decision is final and binding and not subject to arbitration or review, neither this provision nor the provision for arbitration shall be applicable.

26 27. Arbitration.

Except where the decision of the Architect has been expressly made final and binding and not subject to arbitration or review, any decision of the Architect and any controversy arising out of this Contract or its performance shall be submitted to arbitration by an individual arbitrator to be selected by Owner and Contractor, or if they are unable to agree, then by an arbitrator to be named by the President of the Northern California Chapter of the American Institute of Architects. The judgment of the arbitrator shall be final and binding upon the parties.

Contractor shall not in any event suspend or slow up prosecution of the work because of the pendency of a dispute or claim or of arbitration proceedings without first obtaining in writing the consent of the Owner so to do and then the work shall be suspended or slowed up only until the arbitrator shall have had an

opportunity to determine as a first and separate question submitted to him WHETHER or not the work should be continued pending final decision. Contractor continuing the work pending final decision shall abide by the Architect's decision in his performance of the work and if it shall later be determined that the Architect's decision was wrong, the party whose contention is determined to be wrong shall bear whatever extra costs were involved as a result of performing under the erroneous basis.

27 28. Guarantee.

Contractor hereby guarantees: that no part of the work shall show defect for one (1) year from the date of the final certificate of the Architect; that he will repair or replace at his own expense any part of the work which may develop defects within such period; that he will repair or replace or refinish with like apparatus or materials or service any existing work of the building or its appurtenances which he may damage during such repair, replacement or refinishing; and that he will leave the entire installation on completion and acceptance in complete working order and free from any and all defects in material, workmanship or finish.

28 29. Filing of Contract and Bond.

(a) Contractor shall, before work is commenced, comply with the requirements of the Law of the State of California.

(b) Owner shall require Contractor to furnish any and all information necessary for the procurement of any bond or bonds required covering the faithful performance of all the terms, conditions and provisions of this Contract and the payment of all obligations arising hereunder, in such form and amount as Owner may prescribe and with such sureties as it may approve. The Owner shall have the right to require the Contractor to furnish such bond or bonds, but the Owner shall pay the premium; therefore, the cost of such bond or bonds shall not be included in the determination of the Contract price.

29 30. Withholding.

The Architect may withhold, or, on account of subsequently discovered evidence, nullify the whole or part of any certificate of payment to be given or given to such extent as may be necessary to protect Owner from loss on account of:

- (a) Defective work not remedied.
- (b) Claims filed or reasonable evidence indicating the probable filing of claims.
- (c) Failure of Contractor to make payments properly to subcontractor or to material men as to labor.

(d) A reasonable doubt that this Contract can be completed for the balance left unpaid.

(e) Damage to other contractors.

If the Architect shall so withhold any certificate, then Owner shall not be obliged to make the payment, and if the Architect shall nullify any certificate previously given and the amount is unpaid Owner shall not be obliged to make the payment but if the amount has been paid Owner may withhold a like amount (in installments or at one time) from any payments subsequently to be made. When and if any of the above grounds have been removed, the Architect is to certify and Owner shall make payment of the amounts withheld because of such grounds.

30 Contractor's Right to Stop Work or Terminate Contract.

If the work should be stopped under an order of any court, or other public authority, for a period of three (3) months, through no act or fault of Contractor or of anyone employed by him, or if the Architect should fail to issue any certificate for payment within seven (7) days after it is due, or if Owner should fail to pay Contractor within fourteen (14) days after its maturity and presentation, any sum certified by the Architect or awarded by arbitrators (unless appeal shall have been taken), then Contractor, may, upon seven (7) days written notice to Owner and the Architect, stop work or terminate this Contract and recover from Owner payment for all work executed and any loss sustained upon any plant or materials and reasonable profit or damages.

31 32. Rebuilding.

It is understood and agreed between Owner and Contractor that if the building or its appurtenances or any of the materials in place in the building or to be incorporated in the building which may be in the building or at or adjacent to the site of construction are partially or totally destroyed by fire, flood, earthquake, wind-storm, civil commotion, or other disaster prior to completion, then such destruction or damage shall be fully repaired or replaced and the building and appurtenances thereto rebuilt, as the case may be, by Contractor at his cost and expense. In any such case Owner and Contractor agree that they and each of them shall apply the proceeds of any insurance policies required to be carried hereunder to cover any of such risks against the cost of such repair, replacement or rebuilding.

32 33. Payments.

Owner shall make (I) progress payment, (II) a completion payment and (III) a final payment to Contractor upon the conditions, at the time and in the manner hereinafter in this Contract provided.

I. Progress Payments. On or before the 15th day of each calendar month, if all conditions precedent have occurred, Owner shall pay Contractor a sum obtained by taking ninety per cent (90%) of the

value of the work done through the 1st day of the preceding calendar month and deducting the aggregate of all previous progress payments. The value of the work done shall be estimated by the Architect based on Contract prices, on labor and material incorporated in the work and on materials suitably stored at the site thereof where title has passed to Owner or is to pass to Owner on the making of the progress payment. It is a condition precedent to such payment that Contractor shall have applied for the payment as provided in Article 34 hereof and the Architect shall have issued his certificate as provided therein. The aggregate of all progress payments shall not, however, exceed ninety per cent (90%) of the Contract price.

II. Completion Payment. Upon completion of the work of this contract and upon the issuance of the Architect's certificate after final inspection certifying that the work has been fully performed in accordance with this Contract, Owner shall pay Contractor a sum sufficient to increase the total of all payments on account of the Contract price to ninety per cent (90%) of the Contract price. The Architect's certificate shall certify the amount of the completion payment so to be made and is to be a condition precedent to payment. Owner shall make such completion payment to Contractor within fifteen (15) days after the date of issuance of such certificate.

III. Final Payment. Within thirty-five (35) days after the completion of the work of the contract, Owner shall make a final payment to Contractor covering the entire balance of the Contract price remaining unpaid and any other sum which may be due and unpaid, provided that as a condition precedent thereto the Architect shall have issued his final certificate stating that the work to be done under this contract has been then fully completed, that all of the requirements and conditions of this Contract have been fully performed, and the sum certified will be due and payable to Contractor on or before said time.

### 33 34. Applications for Payment, Certificates.

Contractor shall submit to the Architect not less than ten (10) days before any payment falls due an application for each payment, and, if required, receipts or other vouchers, showing his payments for materials and labor, including payments to subcontractors.

If and to the extent payments are made on valuation of work done, such application shall be submitted at least ten (10) days before each payment falls due, and if required Contractor shall before the first application, submit to the Architect a schedule of values of the various parts of the work, including quantities, aggregating the total sum of the Contract, divided so as to facilitate payments to subcontractors on his part, made out in such form as the Architect and Contractor may agree upon, and, if required, supported by such evidence as to its correctness as the Architect may direct. This schedule, when approved by the Architect, shall be used as a basis for certificates of payment, unless it be found

to be in error. In applying for payments, Contractor shall submit a statement based upon this schedule, and, if required, itemized in such form and supported by such evidence as Architect may direct, showing his right to the particular payment claimed.

If and to the extent payments are made on account of materials delivered and suitably stored at the site but not incorporated in the work, they shall, if required by the Architect, be conditional upon submission by Contractor of bills of sale or such other documents as will establish Owner's title to such material or such other procedure of control as will adequately protect Owner's present interest therein.

If Contractor makes application for payment, the Architect shall, not later than three (3) days before the date when each payment falls due, issue to Contractor a certificate for such amount as he decides to be properly due.

No certificate issued nor payment made to Contractor, nor partial or entire use or occupancy of the work by Owner, shall be in acceptance of any work or materials not in accordance with this Contract.

#### 94 35. Release of Liens, Waiver.

(a) Release of Liens. Neither the final payment nor any of the retained percentage shall become due until Contractor, if required shall deliver to Owner a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof and, if required in either case, an affidavit that so far as he has knowledge or information the release and receipts included all the labor and materials for which a lien could be filed; but Contractor may, if any subcontractor or other possible lien claimant refuses to furnish a release or receipt in full, furnish a bond satisfactory to Owner, to indemnify him against any claim by lien or otherwise. If any lien or claim remains unsatisfied after all payments are made, Contractor shall refund to Owner all moneys that the latter may be compelled to pay in discharging such liens of claim, including all costs and reasonable attorney's fee.

(b) Waiver. The making and acceptance of the final payment shall constitute a waiver of all claims by Owner against Contractor (other than those arising from unsettled liens or from faulty or defective work not apparent until or afterwards or from deviations from the requirements of the Specifications or Drawings) and a waiver of all claims by Contractor against Owner except any claims previously made and still unsettled between them.

#### 95 36. Substantial Completion.

If after the work has been substantially completed full completion thereof is materially delayed through no fault of the Contractor, and the Architect so certifies, then Owner shall upon the issuance of such certificate as a condition precedent to such

payment, and without terminating the Contract, make payment of the balance due for that portion of the work fully completed and accepted. Such payment shall be made only if the terms and conditions otherwise governing final payment are fulfilled and shall be made under such terms and conditions excepting only that such payment and acceptance shall not constitute a waiver of claims.

36 37. Owner's Right to do Work.

If Contractor should neglect to prosecute the work properly or fail to perform any provision of the Contract, Owner after three (3) days written notice to Contractor, may, without prejudice to any other remedy he may have, make good such deficiencies, and may deduct the cost thereof from any payment then or thereafter due Contractor provided, however, that the Architect shall approve both such action and the amount so charged against Contractor.

37 38. Owner's Right to Terminate Contract.

If Contractor should be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, ordinances or the instructions of the Architect, or otherwise be guilty of a substantial violation of any provision of this Contract, then Owner, upon the certificate of the Architect that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving Contractor seven (7) days written notice, terminate the employment of Contractor and take possession of the premises and of all materials, tools and appliances thereon and finish the work by whatever method he may deem expedient. In such case Contractor shall not be entitled to receive any further payment until work is finished. If the unpaid balance of the Contract price shall exceed the expense of finishing the work including compensation for additional managerial and administrative services, such excess shall be paid to Contractor. If such expense shall exceed such unpaid balance Contractor shall pay the difference to Owner. The expense incurred by Owner as herein provided, and the damage incurred through Contractor's default, shall be certified by the Architect.

38 39. Items in Accounting for "Actual Net Cost" and Computation of Fee.

The items in accounting for "actual net cost" to Contractor for the purpose hereof and computation of net fee shall be determined in the following manner:

(a) None of the following items shall be included in the actual net cost: any interest on moneys; compensation of any kind to Contractor personally or the partners or partnership or the salaries of corporate officers; any general or overhead expenses of Contractor, such as rent of Contractor's general office, compensation for the services of any walking or visiting superintendent, or clerical services or employees in the general office of Contractor; or, the services of Contractor's auditing, accounting or purchasing departments in any matter relating to the work.

(b) In determining the actual net cost of articles, materials or items of every kind covered hereby, there shall be deducted from the gross cost thereof all cash and trade discounts, rebates, allowances, credits, salvage, commissions and bonifications. Contractor specifically agrees to obtain all possible trade and time discounts on bills for materials furnished for said building and to pay the bills for materials furnished for said building and to pay the bills for such materials within the highest discount periods, unless he shall first obtain in writing the consent of Owner, then Contractor shall be reimbursed for the amount of such discount not so taken as an item of actual net cost, but Contractor shall not receive a fee thereon.

(c) The following items shall be included as cost of performance but such enumeration shall not preclude the inclusion of other items which can be shown to be actual costs of Contractor's performance:

1. The actual net cost to Contractor and all labor directly employed by him, together with the amount of any Social Security, Old Age, Unemployment benefits or other similar taxes which Contractor may be obliged to pay out of his own funds with respect to payroll for such labor.

2. The actual net cost of materials purchased for the work as shown by the original invoices of said materials after deducting all cash and trade discounts, rebates, commissions, allowances, credits, bonifications and salvage, except when deductions are not required to be taken and in such cases only to the extent and in the manner heretofore provided.

3. The cost for all official fees and other permits required to be paid or obtained by Contractor.

4. The premium on any and all insurance required to be carried by Contractor hereunder where contractor actually purchases such insurance and pays the premiums thereon; but in any case where Contractor defaults and Owner purchases the insurance, the premium is not to be included and Contractor shall not be entitled to any fee thereon.

5. The cost of all services, power and fuel necessary for the performance of the work.

6. Transportation charges on materials and supplies.

7. Transportation and traveling expenses to and from the work of the necessary field forces for the economical and successful prosecution of the work, provided, however, that expense of procuring labor to be directly employed by Contractor and expediting the production and transportation of material and equipment shall not be allowed without the prior written approval and authorization of the Architect.

8. Salaries of engineers, superintendents, timekeepers, foremen, and other field employees of Contractor, devoting full time in connection with the work.

9. Miscellaneous minor expenses such as those for telegrams, telephone service, expressage, postage and similar petty cash items.

10. The total amount of subcontracts entered into by Contractor for work and materials as approved by Owner is hereinafter provided.

11. Cost of the use of construction plant in sound and workable condition when necessary for the proper and economical prosecution of the work as follows:

a. Rental at reasonable rates actually paid by Contractor for such construction plant when rented by him.

b. Compensation at prevailing rental rates for Contractor's use of his own construction plant.

The decision of the Architect as to what items should or should not be included in "construction plant" shall be final and binding on the parties and not subject to arbitration or review. Rental on construction plant or compensation therefor at prevailing rental rates shall be included only for the time the construction plant is actually needed and in use for the proper economical prosecution of the work, together with the period of time from the date of delivery to the common carrier for shipment to the site of the work (as evidenced by bill of lading or other satisfactory evidence covering such shipment) to the date when the construction plant is no longer required, plus an allowance of time necessary for final repairs, dismantling and loading for shipment. In the event the construction plant is conveyed by Contractor, the allowance for time shall not exceed that for equivalent time of shipment by common carrier.

12. The cost of unloading and assembling at the site of the work of the construction plant owned or rented by Contractor, transportation thereof to the place or places where it is to be used in connection with said work, dismantling, unloading and return transportation to the point of original shipment or equivalent mileage (but in no event is the payment made for return transportation to exceed the payment for transportation to the job site unless such excess costs result solely from an increase in freight rates). Charges for transportation over distances in excess of 350 miles must have written approval of the Architect. Also to be

included are loading and unloading costs at point of original shipment if not otherwise covered in any rental agreement with respect thereto.

13. Repairs and repair parts for the construction plant as are not included in the compensation for the use thereof (rental actually paid or compensation at the prevailing rental rate), but excluding repairs and repair parts made necessary by the fault or negligence of Contractor or his employees.

14. Compensation as herein provided for wooden scaffolding, ladders, tools, light machinery, light equipment, lanterns, hose, brooms, etc., including maintenance and repairs to same when furnished in performance of the work hereunder. Such items shall not be deemed to have been included in the phrase "construction plant" as previously used, and the decision of the Architect as to what items are covered hereby for the purposes hereof shall be final and binding on the parties and not subject to arbitration or review. Such compensation is to be determined upon completion of the work in the following way:

a. Contractor is to furnish the Architect a statement listing all such items and showing the cost or market value at the time such items were supplied.

b. From the total amount there shall then be deducted 25% to represent depreciation, wear and tear, loss, etc.

c. 50% of the balance remaining is then to be charged as part of and included in the actual net cost of the work.

(The remaining 50% is not to be included in the actual net costs, but the items are to remain and be the property of Contractor.) No item covered by this clause shall be included for the purpose of determining progress payment but the amount includible in actual net cost in this clause shall be taken into account only in determining the completion payment and the final payment. The certificate of the Architect as to the amount so to be included shall be a condition precedent to such inclusion and to any payment with respect thereto.

15. Reconstruction and replacement costs where any of the work is destroyed or damaged otherwise than as a result of the fault or neglect of Contractor, or any employee, representative or subcontractor, or of persons assisting such subcontractors, if and to the extent the risk of such destruction and damage was not required to be covered by insurance.

16. All sales, use, or other taxes paid by Contractor on materials, equipment, etc., shall be included as costs.

# CHIVERS Cabinet Shop

CUSTOM MADE CABINETS

MARIPOSA, CALIFORNIA

September 21, 1962

## Remodeling of Wawona Kitchen

General construction work complete according to plans and specifications \$31,500.00 +

Sub-contractor Bills	Base Bid	Alt.#1	Alt.#2	Alt.#3
		+	+	+
Electrical Ferraro Electric	\$8,794.00	\$1,373.00	\$1,930.00	\$534.00
Plumbing Ken Car Co.	7,392.00			
Sheetmetal and Heating Hansens	5,311.00			
Floor Covering Fresno Floor Co.	3,197.00			
Paint Dunnings and Dunnings	2,178.00	4	10.00	
Total of general construction and sub-contractors bills				\$58,862.00
				6% 3,532.00
				<u>\$62,394.00</u>

Respectfully submitted,

*H. Chivers*  
H. Chivers

SPENCER AND LEE	
F T S	
A S I	<i>L</i>
Z B S	
REC	
SEP 21 1962	
ROUTE TO:	



# FERRERO ELECTRIC

INC.



Contractor - For Anything Electrical

COMMERCIAL - INDUSTRIAL - UNDERGROUND - POLELINE - MOTOR SHOP

16th & R Streets P. O. Box 1431 Randolph 2-7465 Merced, California

22 August 1962

Mr. Robert Chivers  
Mariposa, California

Dear Bob:

We are pleased to submit our quotation for the electrical work in connection with the remodeling of the Wawona Hotel kitchen.

Our base bid is \$8,794. This only includes work shown on the plans and as necessary to meet minimum Code and Park requirements. While most of the existing wiring for equipment such as refrigeration boxes, etc., meets the minimum requirements, it is old and not up to the standards being set by the IPC maintenance division. There is approximately \$500 to \$1,000 worth of additional work that should be included in order to bring the wiring in this section above the minimum standards and to provide an installation acceptable to the maintenance division.

A firm bid cannot be given on this additional cost because the scope of work cannot be determined until renovation starts.

Our bid for alternate #1 is	add	\$1,295.00
Our bid for alternate #2 is	add	1,421.00
Our bid for alternate #3 is	add	315.00

Delivery for the specified switch gear and panel boards has been certified at three weeks following receipt of approved drawings.

Yours very truly,

FERRERO ELECTRIC, INC.

Oscar Maddox, Estimator

<p>SPENCER AND</p> <p>22 AUG 22 1962</p> <p>1902</p> <p>UNITS TO</p>
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bf

PROPOSAL and CONTRACT

Not To Be Used As A Conditional Sales Contract Where  
There is A Time Price Differential

TO R. Chivers Date August 27, 1962

Address P.O.Box 927, Mariposa, Calif. Phone \_\_\_\_\_

Dear Sir

We propose to furnish all materials and perform all labor necessary to complete the following:

Remove old waste, water and steam piping

Furnish and install new waste, water and steam piping, two lavatory combinations, two new floor sinks, six new floor drains, one new Josam JHX-3 grease interceptor, faucets, supplies, traps and vents for sinks furnished by others, hook up coil and install M-H control valve furnished by others all as per plans "Plumbing & Piping" and specifications for the remodel of the Wawona Hotel, Yosemite National Park, California.

We also have included all the necessary steam trap assemblies.

All of the above work to be completed in a workmanlike manner according to standard practices for the sum of Seven Thousand eight hundred ninety-two and no/100ths Dollars (\$ 7,892.00)

Payable as follows: \_\_\_\_\_

Any alteration or deviation from the above specifications involving extra cost of material or labor will only be executed upon written orders for same, and will become an extra charge over the sum mentioned in this contract. All agreements must be made in writing.

Respectfully submitted,

Firm Kem Gar Co.

By [Signature]

SPENCER AND LEE
F.T.S.
A.S.L.
Z.B.S. REC.
SEP 3 1962
ROUTE TO:

ACCEPTANCE

You are hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal, for which \_\_\_\_\_ agree to pay the amount stated in said proposal, and according to the terms thereof.

ACCEPTED \_\_\_\_\_

Date \_\_\_\_\_, 19\_\_\_\_

Plumbing - Air Conditioning - Heating - Electrical - Sheet Metal - Sheet Metal Fabrication - Millwrighting  
Food Processing Special Equipment - Refrigeration - Service Station Maintenance

429 TULLY RD  
P. O. Box 3191  
MODESTO  
PH. LA 4-6601

**Hansens, Inc.**  
MECHANICAL & ELECTRICAL CONTRACTORS

745 W. 17TH ST  
P. O. Box 211  
MERCED  
PH. KA 2-2763

September 19, 1962

No 2178

Mr. Robert Chivers,  
P.O. Box 927  
Mariposa, Calif.

We, the undersigned, hereinafter called the mechanical contractor, propose to furnish the following described materials and or work in accordance with the following terms and conditions for the **Wawona Hotel,**  
**Remodel** building located at **Yosemite Park, Calif.**

Furnish all labor and materials as per plans and specifications for the general sheet metal which includes 22 ga. black iron, stove base, aluminum wainscot trim, venting of dishwasher, rotovent and the exhaust fans in the restrooms, for the sum of .....\$ 3,075.00

Furnish all labor and material for the heating system as per plans and specifications for the sum of .....\$ 2,236.00

SPENCER AND LEE  
E. T. S.  
A. S. L.  
Z. R. S.  
REG.  
SEP 24 1962  
ROUTE TO

for the sum of ..... Dollars (\$.....)

This proposal expires at noon ..... 19..... and is not valid unless accepted on or before that date. Terms: Net cash. Payment to be made as follows:

and the balance \$ ..... when all work has been performed, and materials installed in accordance with this specification bid, and contract.

1. All articles and appliances to remain the property of the undersigned mechanical contractor until same is paid for in full. Payments not made when due shall bear interest at the rate of eight (8%) per cent, per annum, payable monthly from the time same became due. The undersigned reserves the right to transfer or assign this contract and all moneys due or become due thereon.

2. The proposal as described above and subject to the conditions printed on the back hereof, all of which are hereby made a part of this contract and hereby expressly agreed to, shall constitute a binding contract on acceptance hereof and the approval of the Mechanical Contractor's Credit Department.

The foregoing is hereby accepted  
this **19 th.** day of **September** 19 **62**

Respectfully submitted,  
**Hansens, Inc.**

Signed .....  
Per .....

Mechanical & Electrical Contractors  
Per *Robert H. Crafts*



# CUNNINGS AND CUNNINGS

Commercial & Residential Painting Contractors

PAINT HANDING • DELIVERY • SAT. SERVICE  
1515 CLARK STREET • TELEPHONE AM 4-1145  
FRESNO, CALIF. 93704

September 19th, 1962

ROY W. CUNNINGS  
PHONE BA 1145

Bob Chiveres,  
P.O.Box 927,  
Mariposa, Calif.

ESTIMATE FOR PAINTING: Wawona Hotel Alteration -

All work to be performed per Plans, with this exception:

All Vinyl to be omitted and this area painted three coats  
per Specifications on the balance of work.

We agree to furnish all labor, material, equipment and  
insurance to complete, for the sum of - \$2178.00.

If Alibi 99 Fire Retardent paints are used for finish  
coat in lieu of regular materials, add to above the  
sum of - - - \$350.00.

CUNNINGS & CUNNINGS

By *Roy W. Cummings*  
Roy W. Cummings

RWC-J

SPENCER AND LEE	
EX-15	
APR 19	
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ROUTE TO	

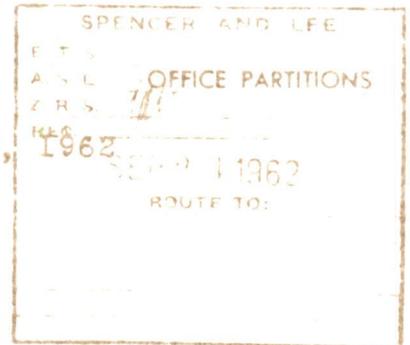


# Diablo Construction Company

101 KANSAS STREET  
SAN FRANCISCO 3, CALIFORNIA  
KLONDIKE 2-3820

ACOUSTICAL CONTRACTORS

September 20,



Mr. Robert Chivers  
P. O. Box 927  
Mariposa, California

Wawona Hotel Remodeling  
Yosemite Park

Dear Mr. Chivers,

The following is our offer to furnish and install Johns-Manville Sanacoustic in the ceiling of the kitchen at the Wawona Hotel. All work to be as specified by Spencer and Lee and as shown on drawings 1 and 2 of August 6, 1962.

We include all hanger wires, suspension members, mold and acoustical units. Price, completely installed, including sales tax, is \$1,575.00. If this work is performed at the same time, we will install the same kind of ceiling in the employees dining room (19' x 27') for \$667.00

We have included in our price an allowance of \$10 per day per mechanic for board and room.

Yours truly,

DIABLO CONSTRUCTION COMPANY

GLEN E. HARRINGTON

P.S. I am mailing the plans to you under separate cover.

GEH

# fluetsch insurance agency



SHAFER BUILDING, 1720 M STREET  
P. O. BOX 780, MERCED, CALIFORNIA  
TELEPHONE RANDOLPH 2-1841

John J. Fluetsch - Peter J. Fluetsch - Ralph T. Busby

September 24, 1962

Spencer & Lee, Architects  
% Zach Stewart  
251 Kearney St.  
San Francisco 3, California

Assured Harold Robert Chivers  
Company Glenn Falls Ins Co and Industrial Indemnity  
Policy Number PCL 45 22 30 and CN 505005

On behalf of our assured we are enclosing a policy ( ),  
certificate , endorsement ( ) of insurance covering

all operations

The effective date of this ~~policy~~ is  
Certificates  
September 24, 1962

The form of the policy has been carefully checked to make  
certain it furnishes proper protection, and contains your name  
as mortgagee.

If there are any questions regarding this, we would  
welcome giving the answers.

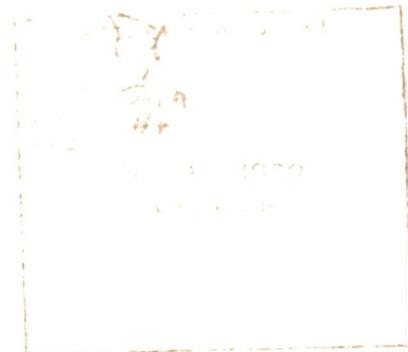
Will you be good enough to acknowledge receipt?

Very truly yours,

FLUETSCH INSURANCE AGENCY

By: Alice Quinn

Enc.



# INDUSTRIAL INDEMNITY COMPANY

(A STOCK COMPANY)

HOME OFFICE SAN FRANCISCO

## CERTIFICATE OF INSURANCE

**NAMED INSURED** • Harold Robert Chivers DBA  
 • Chivers Cabinet Shop  
 • P O Box 927  
 • Mariposa, California

**CERTIFICATE ISSUED TO** • Spencer & Lee, Architects  
 • % Zach Stewart  
 • 251 Kearney Street  
 • San Francisco 8, California



Effective \_\_\_\_\_ any loss under Physical Damage Coverage is payable as interests may appear to the Named Insured and the Lienholder named below in accordance with Loss Payable Endorsement (49A) on reverse side.

**LIENHOLDER** •

As respects the following described automobile(s):

YEAR	TRADE NAME	BODY TYPE AND MODEL	SERIAL NUMBER

INDUSTRIAL INDEMNITY COMPANY has issued coverage effective as of the dates and for the periods and limits specified below and subject to all terms, conditions, provisions, exclusions and limitations of the described Binders or Policies whether shown by endorsement or otherwise.

KIND OF INSURANCE	POLICY NUMBER	POLICY PERIOD		LIMITS OF LIABILITY	
		EFF	EXP		
COMPENSATION WORKMEN'S COMPENSATION	CN505005	EFF 3-22-62	EXP 1-1-63	STATUTORY CALIFORNIA COMPENSATION — EMPLOYER'S LIABILITY—\$2,000,000 PER OCCURRENCE	
COMPENSATION WORKMEN'S COMPENSATION		EFF	EXP	STATUTORY COMPENSATION STATE(S) OF _____ EMPLOYER'S LIABILITY—\$ _____ PER OCCURRENCE	
LIABILITY BODILY INJURY LIABILITY— AUTOMOBILE		EFF		\$ _____	\$ _____ EACH PERSON EACH ACCIDENT
BODILY INJURY LIABILITY— EXCEPT AUTOMOBILE		EXP		\$ _____	\$ _____ EACH PERSON EACH ACCIDENT
PROPERTY DAMAGE LIABILITY— AUTOMOBILE		EFF		\$ _____	\$ _____ EACH ACCIDENT EACH ACCIDENT
PROPERTY DAMAGE LIABILITY— EXCEPT AUTOMOBILE		EXP		\$ _____	\$ _____ EACH ACCIDENT AGGREGATE
AUTOMOBILE PHYSICAL DAMAGE COMPREHENSIVE FIRE, LIGHTNING & TRANSPORTATION THEFT (BROAD FORM) COLLISION OR UPSET		EFF		\$ _____	\$ _____ ACTUAL CASH VALUE LESS \$ _____ DEDUCTIBLE
		EXP		\$ _____	\$ _____ REPLACEMENT COST PER SCHEDULE FILED WITH COMPANY
GLASS		EFF		\$ _____	
INLAND MARINE		EXP		\$ _____	
		EFF		\$ _____	
		EXP		\$ _____	

REMARKS:

This policy shall not be canceled nor reduced in coverage until after 10 days written notice of such cancelation or reduction in coverage shall have been mailed to this certificate holder.

Certified this 24 day of September  
 Producer **Fluetsch Insurance Agency**

19 62  
 INDUSTRIAL INDEMNITY COMPANY  
 By [Signature]  
**Fluetsch Insurance Agency** Authorized Representative





INSURANCE COMPANY  
Glens Falls, N.Y.

# CERTIFICATE OF INSURANCE

NAME AND ADDRESS OF INSURED

Harold Robert Chvers PO Box 927, Mariposa, California

LOCATION OF OPERATION TO WHICH THIS CERTIFICATE APPLIES

All Locations

DESCRIPTION OF OPERATIONS OR AUTOMOBILE

This certifies that the policies of insurance described below have been issued and are in force. The coverage afforded herein with respect to the coverages indicated by specific limits of liability and is subject to all the terms of the policy having reference to these coverages. If such policies are amended or changed, written notice will be mailed to the party to whom this certificate is issued.

10 days

← NAME AND ADDRESS OF PARTY TO WHOM THIS CERTIFICATE IS ISSUED

Spencer & Lee, Architects  
% Zach Stewart  
251 Kearney Street  
San Francisco 8, California

POLICY NUMBER	EXPIRATION DATE	COVERAGES AND LIMITS OF LIABILITY					KIND OF INSURANCE
		BODILY INJURY	PROPERTY DAMAGE				
		each person	each accident	xxx	each accident	aggregate	Manufacturers and Contractors Liability
		each person	each accident	xxx	each accident	aggregate	Workmen Contractors Protective Liability
		each person	each accident	aggregate	each accident	aggregate	Product Liability
		each person	each accident		each accident	aggregate	Professional Liability
		each person	each accident	xxx	each accident	xxx	Workmen Contractors Protective Liability
		each person	each accident	xxx	each accident	xxx	Professional Liability
PCL 45 22 30	1-15-63	100,000	300,000	xxx	25,000	xxx	Comprehensive General Liability
PCL 45 22 30	1-15-63	100,000	300,000	300,000	25,000	50,000.00	Comprehensive General Liability
		each person	each accident	xxx	each accident	xxx	Workmen Contractors Protective Liability
		each person	each accident	aggregate	each accident	aggregate	
							As provided by the Workmen's Compensation Law of the State (S) of

9-24-62

Fluetsch Insurance Agency

Applied to the Product... Advice of agents... (faded text)