

SPECIFICATION

and

GENERAL CONDITIONS

RESIDENCE AND GARAGE BUILDING

for

MR & MRS E. PRADER,

GONZALES,

CALIFORNIA.

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April 18, 1938.

GENERAL CONDITIONS:

The Contract Documents consist of the Agreement, the General Conditions of the Contract, the Drawings and Specifications, including all additions, omissions, changes or modifications thereof incorporated in the Documents before their execution. These form the Contract.

EXECUTION, CORRELATION AND INTENT OF DOCUMENTS: The Contract Documents, blueprinted drawings and specifications shall be signed in duplicate by the Owner and the Contractor. The Documents are complimentary and what is called for by one shall be as binding as if called for by all. The intention of the Documents is to include all labor and materials reasonably necessary for the proper execution of the work.

DETAIL DRAWINGS AND INSTRUCTIONS:

The Owner shall furnish, with reasonable promptness, additional instructions by means of drawings or otherwise, necessary for the proper execution of the work. All such drawings and instructions shall be consistent with the Contract Documents, true developments thereof, and reasonably inferable therefrom. In giving such additional instruction, the Owner shall have authority to make minor changes in the work not involving extra cost and not inconsistent with the purpose of the building. Any change which would involve additional cost shall be agreed upon in writing, with the signature of the Owner and Contractor before such work is executed.

FOREMAN SUPERVISION: The Contractor shall give efficient supervision of the work. He shall carefully study and compare drawings, specifications, and other instructions, and shall at once report to the Owner any error, inconsistency or omission which he may discover.

The Contractor shall keep on his work during its entire progress a competent foreman and any necessary assistants, all satisfactory to the Owner. The foreman shall not be changed except with the consent of the Owner unless the foreman proves unsatisfactory and ceases to be in his employ. The foreman shall represent the Contractor in his absence and all directions given by him shall be as binding as if given by the Contractor.

MATERIALS, APPLIANCES AND EMPLOYEES:

Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, tools, equipment, light and power necessary for the execution of the work. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials. The Contractor shall employ upon the work no unfit person or anyone not skilled in the work assigned to him.

INSPECTION OF WORK:

The Owner and his representative shall at all times have access to the work wherever it is in progress or preparation and the Contractor shall provide proper facilities for such access and for inspection.

CORRECTION OF WORK BEFORE FINAL PAYMENT: The Contractor shall promptly remove from the premises all materials condemned by the Owner as failing to conform to the Contract, whether incorporated in the work or not and the Contractor shall promptly replace same without expense to the Owner, and reexecute his work in accordance with the Contract and shall bear the expense of making good any other Contractor's work damaged or destroyed by such removal or replacement.

PROTECTION OF WORK
AND PROPERTY:

The Contractor shall continuously maintain adequate protection of all of his work from damage and shall protect the Owner's property from injury in connection with the work of this Contract. He shall make good any such damage or injury, except such as may be directly due to errors in the Contract Documents. He shall adequately protect adjacent property as provided by law and the Contract Documents.

CONTRACTOR'S LIABILITY
INSURANCE:

The Contractor shall maintain such insurance as will protect him from claims under other statutes for damages for personal injury, including death, which may arise from operations either by himself or any sub-contractors or anyone indirectly or directly employed by either of them. Certificates of such insurance shall be subject to the Owner's approval for adequacy of protection. The Contractor shall also maintain contractor's liability insurance.

CHANGES IN THE WORK:

The Owner without invalidating the contract may make changes by altering, adding to or deducting from the work, the contract sum being adjusted accordingly. All such work shall be executed under the conditions of the original contract except that any claims for extension of time thereby shall be adjusted by the Owner at the time of ordering the changes.

Except as otherwise provided, no change shall be made unless in pursuance of a written order from the Owner and no claim for any addition to the contract sum shall be valid unless so ordered. The value of such change shall be determined by the Contractor.

PAYMENTS:

The Contractor shall apply to the Owner for each payment, and if required, shall show receipts or other vouchers showing his payments for materials and labor including payments to the sub-contractors as required.

The Owner shall make such payments promptly, provided payments are properly due the Contractor.

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

PAYMENTS WITHHELD:

The Owner may withhold, or on account of subsequent discovered evidence, nullify the whole or any part of any certificate for payment to such extent as may be necessary to protect the Owner from loss on account of defective work not remedied; claims filed or probable filing of claims or failure of the Contractor to make payments properly to the sub-contractors or for materials or labor.

When such grounds have been removed, payments shall at once be made for amounts withheld because of them.

LIENS:

Neither the final payment nor any part of the retained percentage shall become due until the Contractor, if required, shall deliver to the Owner a complete release of all liens arising out of this Contract.

FIRE INSURANCE:

The Owner shall effect and maintain adequate fire insurance upon the entire structure on which the work is to be done and upon all materials, in or adjacent thereto and intended for use thereon. The loss, if any is to be made payable to and adjustable with the Owner as Trustee for Whom It May Concern. All policies shall be open to the inspection of the Contractor.

PERMITS & REGULATIONS: The Contractor shall obtain and pay for all permits and licenses and shall give all notices, pay all fees and comply with all laws, ordinances, rules and regulations, bearing upon the work as drawn and specified. He shall inform the Owner at once of any errors, or discrepancies in the Contract Documents conflicting with the above provisions.

SURVEY: The Owner shall furnish the survey and be present and assist the Contractor in the location and positions of buildings on lot. Said location to comply with regulations regarding set-back of buildings from curb line and clearance between buildings.

CLEANING UP: The Contractor shall at all times keep the premises free from accumulations of waste materials caused by his work and building, and shall leave his work clean and free of all dirt or paint spots. The window glass shall be cleaned by a competent window cleaner and all excess paint removed and the building shall be turned over to the Owner in a first class condition.

The Contractor shall do all cutting, fitting, or patching of his work that may be required to make the several parts come together properly, and fit it to receive or be received by the work of others.

OWNER'S RIGHT TO TERMINATE CONTRACT: If the Contractor should be adjudged a bankrupt or be guilty of a substantial violation of any provisions of the Contract Documents, then the Owner may, without prejudice to any other right or remedy, and after giving the Contractor seven day's written notice, terminate the employment of the Contractor and take possession of the premises and all materials, tools and appliances thereon. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished.

CONTRACTOR'S RIGHT TO TERMINATE CONTRACT: If the work should be stopped for any reason for a period of one month, through no fault of the Contractor, or if the Owner should fail to pay the Contractor, within ten days of the time of maturity and presentation, any sum due and payable, then the Contractor may, upon three day's notice to the Owner, stop work or terminate this Contract and recover from the Owner for all work executed, including additional expense caused the contractor because of such delay.

WATER: The Contractor shall pay for all water used by the Contractor in the execution of his work and shall effect all necessary arrangements for the installation and turning on of water, connections, etc., with the local water supply.

EXCAVATION AND GRADING: Remove all and any brush, weeds, or any other impediments on the site of the building, and excavate to a depth as required (see drawings), below present grade, and under entire building. Excavate as indicated on drawings and excavate for foundation walls, piers, etc. and perform all other excavating as indicated on drawings and to the depths and sizes as shown. All superfluous earth shall be piled on the lot to be used for fills. Earth fills for porches and steps to be well tamped after wetting. Build up earth under garage site; tamp and wet down well before pouring concrete.

CONCRETE AND CEMENTWORK: All the cement used to be of the best of Portland cement. Foundation walls, piers and all cement ~~and~~ concrete work to be a mixture of one part cement to six parts of good clean, bank run of gravel containing proper proportions of sand &

gravel, and thoroughly mixed by a "batch machine", sixty seconds after last of ingredients have been added. All formwork to be straight and level and well braced to prevent sagging or bulging. All finish cement and concrete work to consist of one part cement to two parts of sand, unless poured monolithically. Top of foundation to be smoothed out so that sills set solidly on concrete. Wall plates, creosoted four sides, as furnished by carpenter contractor to be bedded in cement grout. Porch, garage floor, driveway and walks and steps where marked to be given a 1/2" topping of finish cement over a 3 1/2" bed of rough concrete, thoroughly tamped into place. Trowel smooth and mark off.

ROUGH & FINISH CARPENTRY: The Carpenter Contractor shall be required to make all necessary arrangements of his work with the work of others and coordinate his whole work. At the completion of the building, windows and doors and hardware must be properly adjusted and any defects remedied and the building left in first class condition.

Unless otherwise mentioned, all timbers throughout the building to be of #1 O.P. Common, free from large or loose knots and sap or pitch in quantities, or other defects that impair their strength. All to be substantially framed, well spiked, set true and level and plumb and in proper condition.

Double studs and heads over all door and window openings, and side cripples to be in one piece, running from floor to head and not only to rough sill.

Sills, fireblocking, bracing and double plates of same size as studding. All top plates doubled. Studding to be tripled at all corners and quadrupled where partitions cross.

All floor joists to be laid in full lengths to bearings, and doubled under partitions as shown. Solid block over all bearings and herringbone bridge any joists over 8'0" horizontally, well spiked.

Exterior studding to have one row of 2"x4" horizontal bridging. Also one row in height of story for interior studding. 2"x4" sway bracing at corners of exterior and interior partitions from floor to ceiling as directed. Cross-bracing as shown on drawings. Frame for chimneys and other openings, with headers and trimmers doubled. Framing around masonry chimneys shall be built with header and trimmer joists and roof framing not nearer than two (2) inches from vertical shaft line of chimney. Brace and truss with blocking between and under partitions, running parallel with joists.

Lumber Schedule:

Wall Plates	2"x6"	#1 Rwd. Creosoted or treated, bolted with 9"x1/2" bolts @ 6'0" centers.
Girders	4"x6"	#1 O.P. Com S1S1E or 1E as shown (drawings)
Posts	4"x4"	ditto
Floor Joists	2"x6"	ditto @ 16" o.c.
Plates	2"x4"	#2 O.P. Com S1S1E, double top, single bot.
Studding (In. & Ex.)	2"x4"	ditto @ 16" o.c.
Ceiling Joists	2"x4"	#1 O.P. Com S1S1E @ 16" o.c.
Rafters	2"x4"	" 24" oc.
Sub-floor	1"x6"	#2 O.P. Com S1S1E, solid diagonally.
Roof Sheathing	1"x6"	ditto covering 50%
Wall Siding	3/4"x6"	S1R. Redwood Res. Siding, smooth. #2 O.P. Com S1S1E, solid horizontally

All lumber coming in contact with masonry shall be of Redwood and treated or painted with creosote four sides thoroughly. One ply of good building paper between floors and between studding and siding.

WINDOWS & SASH:

Unless otherwise shown or specified, all windows shall be of double-hung type or casements, 1-3/8" thick, W.P., cut up as shown on drawings. Sizes on drawings, Frames to

details, set plumb and true. Furnish and install pulleys, weights and cord, or sash balances as desired.

All glass to be "B" quality, flat drawn sheet glass, double strength where required. Glass set in putty with glazing points and back-puttied.

SCREENS: All screens will be of Hipolito type of W.P. or Rwd., 3/4" thick, galvanized screen, where shown and of sizes as shown on drawings. Steel frame screens may be used in place of wood. Furnish proper screen hardware.

INSIDE FINISH: All inside finish to consist of kiln-dried "B&Btr" Douglas Fir, kiln-dried, mill surfaced and sanded. All cabinet work to be mill-made or equal. No finish to be applied until the plastering is finished and dry, and building enclosed.

MILLWORK AND CABINETS: Kitchen fixtures are shown in detail, Peerless of Built-In Fixture Company, but equal fixtures may be used.

Closet Fittings: Clothes closets to be fitted with shelf full depth of closet, rod of 1 1/2" D. Fir with rosettes, and hook strips at sides for wardrobe hooks. Linen cabinet to be fitted with five (5) adjustable shelves, full depth of closets.

Medicine Cabinet: Furnish and install in bathroom according to drawings, one 16" x 24" medicine cabinet with venetian mirror door.

Ironing Board: Furnish and set one approved ironing board of metal with swivel arm for adjusting, where shown and directed by Owner.

Scuttle: Furnish and set scuttle to attic, also access door under the building where directed.

DOORS: Inside doors to be 1-3/8" thick, one panel D.F., sizes as shown on drawings, all 6'8" high. Front door to be 1-3/4" thick, with oak threshold, pattern to detail shown and with wicket-knocker combination. One panel sash door in kitchen; porch door to be sash and screen combination door. Garage doors stock, glazed as shown, 1-3/4" thick, complete with hardware. Most C.C. doors of 5 ply veneer. Frames for all doors to details. Doors to have wood casings, or flush jambs without casings as directed.

FLOORS: Rooms so marked "Oak" such as Living, Dining, Bedrooms and Hall, together with their closets, are to be of #1 Com Oak T&G Flooring, 13/16" x 2 1/2" face. Other rooms to be of #3 D.F.V.G.K.D.T&G Flg., 13/16" x 3 1/2" face. All floors to be blind nailed up tight laid over one ply of building paper. Scrape and sand all finish floors, and oak floors to be filled, lacquered and stained, and waxed and polished, two coats of wax. Leave floors in first class condition.

HARDWARE: All hardware to be applied by the carpenter contractor. Rough hardware, such as nails, bolts, etc., to be furnished under this contract, and allow the sum of \$_____ for the purchase of finish hardware, same to be selected by the Owner with the assistance of the Contractor.

GARAGE: Garage to have exterior finish to correspond to house. Paint inside of garage doors.

ROOF: To be shingled, using 5/2" clear Cedar shingles, laid 4 1/2" to the weather, nailed with 3d cement coated roofing nails. Roof to be stained one coat of shingle oil.

PLASTERING:

Interior: All walls and ceilings to be plastered shall be first lathed with #1 O.P. Lath, free of all defects, nailed with 3d fine blue lath nails. Place 4" strips in all vertical and horizontal angles of expanded metal lath, 3# weight.

Plastering to be two coat work, 3/4" grounds, and plastered full thickness of grounds. Texture plaster where shown and texture to be colored. Other rooms to be smooth white plaster, trowelled to a smooth and even surface. Textures and finishes of all rooms shown on drawings and as selected by the Owner. Plaster will be hardwall, of standard manufacture and applied according to manufacturer's directions and specifications.

Exterior: Cover all outside walls so noted on drawings as "Stucco" with good quality building paper, then apply 1" mesh, 18 guage, G.A. stucco netting with approved staples, then stucco plaster three coat work, scratch, brown in texture and stucco wash coat using cement plaster. Wash coat in color to suit Owner and two coats to be applied if one coat will not cover, at plaster's expense.

FIREPLACE & FLUE:

All brick for flue to be hard, square, sound, well burned common red brick, except firebrick for firebox. Mortar to be composed of one part cement and six parts of lime mortar.

Chimney shall have projecting ledge at floor and roof levels approximately five (5) inches thick and built tight to wood frame. Flue shall be reinforced vertically its entire height by means of at least four (4) one half (1/2) inch rods built into masonry with not less than eighteen (18) inch laps, if not continuous. Lay one quarter (1/4) inch round bars as hoops in mortar joints two (2) inches from outside face and at about two (2) foot intervals. Chimney shall be anchored to the floor joists and to the roof joists or roof construction. Such anchoring shall be with approved steel rods, or straps, bolted to the joists and/or be equivalent means. Flue shall have a flue lining of terra cotta, if not built of 8" brick in thickness.

Mantel shall be built to detail, with mantel shelf by carpenter contractor. Furnish and install a ~~Waller or equal damper~~, also proper ash dump and cleanout door, C.I. *Heatilator form*

Backs and sides of firebox shall be lined with firebrick, set in fireclay mortar. Clean all brickwork upon completion of the work.

LINOLEUM & SHADES:

Allowance of \$2.25 per yard for linoleum to be made by contractor, linoleum to be selected by the Owner and installed in this contract; in rooms so designated on drawings.

Allowance of the sum of \$_____ for shades and venetian blinds shall be made in this contract, same to be selected by Owner and installed by the Contractor.

PAINTING:

Work included in painting shall be exterior two coat lead and oil painting of all wood and metal surfaces. Roof painting one coat shingle oil, color as selected. Interior walls and ceilings of colored plaster not to be included. Other walls and ceilings to be painted three coats lead and oil paint, last coat enamel if desired. Entire standing woodwork, built-in fixtures, etc., to be painted three coats of lead and oil paint, last coat in enamel.

At the completion of the work, the Contractor shall clean off all paint and varnish spots from floors, glass, walls, etc. Shall repair any damage to his work, no matter by whom caused, and leave premises

broom clean, and in perfect repair and order in so far as his work is concerned.

All colors and finishes to suit the Owner. Properly sand between coats and allow plenty of time for coats to dry.

PLUMBING:

All drainage to be of standard cast iron with lead and oakum caulked joints to 2'0" outside of building. All cast iron to be tied together under the house and brought out under one 4" line. Connect this line to City sewer. All fixtures to be vented. Toilet with 4" cast iron vent; other fixtures with galvanized pipe, all to conform to the rules and regulations of the Gonzales Sewage District, all local, county, district and State rules and regulations. All steel pipe to be threaded and reamed. Hot and cold water to be run to all fixtures, except water closet, which will have only cold water service. Water service to be 3/4" with 1/2" branches to fixtures. Completely connect water service with local service. Install three hose bibbs as shown on Plot Plan.

PLUMBING FIXTURES:

Each and every fixture to be properly trapped, wasted and vented. All plumbing to be left clean, open, and exposed pipes and fittings to be chromium plated. All fixtures to have a wheel handle shut-off valve.

Sink: "Standard" #P7020, 30"x20" size, white enamel sink with #B906S double sink faucet and soap dish, and B989 Strainer with removable crumb cup and stopper, *acid resisting.*

Laundry Trays: Standard two part cement laundry trays, 42"x24" size, with #S 929 double laundry tray faucet with soap dish, swinging spout.

Water Closet: "Standard" Cadet #P2100, with Church Regal #600 white seat and cover.

Lavatory: "Standard" Shelvon # P 3905 M, 19 1/2"x 17 1/4", white enamel with B 810 and B960 fittings.

Tub: "Standard" Master Pembroke, #P 2207, with B348 and ~~EXXEX~~ B68, 5'0" long, and B448 and B 294 and B298, all exposed metal C.P. Curtain and pins not to be furnished.

SHEET METAL WORK:

Furnish and install all flues, sheet metal work, flashing, vents, etc., as shown or required. Kitchen flue to be patent terra cotta and G.I., located where shown. All vent flashing to be 26 gaa. G.I. Furnish register in ceiling of kitchen over range and over shower and tub locations. Furnish all leaders and heads, gutters, as shown or required.

VENTS:

Allow 100 sq. in. of vent space as shown on drawings for each ten (10) lineal feet of exterior wall underfloor, as required by F.H.A. regulations. Vents to be 8"x16" grilled. At least one vent within 5'0" of each outside corner. Allow at least 200 sq. in. of ventilation at floor of garage.

ELECTRIC WORK:

Furnish unless otherwise specified, all labor, materials, appliances, tools, etc., required for the installation, complete and operative of an electric wiring system for the operations of electric lights, appliances, bells, etc., for this residence and garage.

All materials and electric wiring installed hereunder shall be in

accordance with the latest edition of the National Electric Code of the National Board of Fire Underwriters, together with any local rules and regulations which are applicable, and all such rules are hereby made a part of this specification.

Electrical contractor shall obtain and pay for all permits and licenses, fees, etc., and shall have his work inspected. Contractor will provide a wood backboard and mounting space for meters, etc.; confer with Service Company as to location of entry of service. Install main switch and distribution panel as required. ~~Provide a range circuit in conduit of not less than three #6 AWG wires, and a water heater circuit in conduit of not less than two #10 AWG wires.~~

Wiring shall be installed complete with push buttons, transformer, bells and buzzer at entrance and trades doors.

Furnish and install radio aerial and ground outlet where directed.

Wire properly for all outlets, switches, plugs, etc., as shown on drawings. Furnish proper number of circuits for lighting and convenience outlets.

Allow the sum of \$ 40⁰⁰ for the purchase of electric fixtures, which will be selected by the Owner with the assistance of the Electrical Contractor who will install same in his Contract.

WATER HEATER:

Furnish and install a 21 gallon, Wesix or equal Water Heater, and leave in first class operating condition.

TILE WORK:

Tile drainboard in kitchen as shown. Colors and pattern as selected by the Owner. Drainboard to be of ceramic tile, splash 4" glazed tile; vitreous tile edge around drain. One row of 4" tile around top of bath tub.

Addenda:— Garage not to be included in Contract.

No concrete drives or walks included in contract.

Include valance boxes at window Leads. in contract.