

file Pw.

THIS AGREEMENT made this fifth day of July, 1928 by and between Hirst and Simpson hereinafter called the contractor and the County School Board of Loudoun County, Virginia hereinafter called the owner.

WITNESSETH: That the contractor and the owner for the considerations herinafter named agree as follows:

1. The contractor agrees to provide all materials and to perform all of the work shown on the plans and called for in the specifications entitled "~~Sh~~ Addition to Purcellville School" all prepared by the Division of School Buildings, State Department of Education, Richmond, Va. and in these contract documents entitled the Architect and to do everything required by the General Conditions of the Contract, the specifications, and the drawings. All concrete foundations walls are to be reduced from 13 inches to 10 inches in thickness.

2. The contractor agrees that the work under this contract shall be completed not later than September 7th, 1928, and agrees that from the compensation other wise to be paid, the Owner may retain the sum of (\$5.00) five dollars for each day thereafter, Sundays and holidays included, that the work <sup>a</sup>remains uncompleted, which sum is agreed upon as the proper measure of liquidated damages which the Owner will sustain per diem by the failure of the undersigned contractor to complete the work at the time stipulated, and this sum is not to be construed as in any sense a penalty.

3. The owner agrees to pay the Contractor in current funds for the performance of the contract TWENTY-EIGHT HUNDRED AND FIVE DOLLARS (\$2805), subject to additions and deductions as provided in the general conditions of the contract, and to make payments as follows:

On or about the first day of each month eightyfive percent of the value proportionate to the amount of the contract of the materials on the ground to be incorporated in the work and of labor and materials incorporated in the work up to the first day of that month, as estimated by the Contractor, verified by the Architect, and Approved by the Owner, less the aggregate of previous payments. Upon the substantial completion of the entire work a sum sufficient to increase the total payments to ninety per cent of the contract price, and within thirty days after the work be fully completed and the contract fully performed, the balance due under this contract.

4. The owner shall keep the building fully insured to protect both the Owner and the Contractor.

5. The Contractor and the Owner agree that the General Conditions of the contract, the specifications and the drawings, together with this agreement, form the contract, and that they are as fully a part of the contract as if hereto attached or herein repeated.

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

IN WITNESS WHEREOF THEY HAVE EXECUTED THEIR AGREEMENT AND AFFIXED THEIR SEALS THIS FIFTH DAY OF JULY, 1928.

Hirst and Simpson  
Contractor

BY *Blair Hirst*

By *R.C. Simpson*

County School Board of Loudoun County, Va.

By *Wm. T. Smith* Chairman

By *Ruth W. Crenick* Clerk