

September 9th, 1937.

Article 4. Should the contractor at any time refuse to supply a sufficient or proper skilled workmen or of materials of the proper quality, or adequate equipment to carry on work of this class, or fail in any respect to prosecute the work with promptness and diligence, or fail in the performance of any of the agreements herein contained, such refusal, neglect, or failure being certified by the County Engineer, the Board shall be at liberty after three days written notice to the contractor, to provide any such labor, materials or equipment, and to deduct the cost thereof from any money then due or thereafter to become due to the contractor under this contract; and if the County Engineer shall certify that such refusal, neglect or failure is sufficient grounds for such action, the Board shall also be at liberty to terminate the employment of the contractor and to enter upon the premises and take possession, for the purpose of completing the work included under this contract, of all materials, tools and appliances thereon, and to employ other persons to finish the work, and to provide the materials therefor; and in case of such discontinuance of employment of the contractor, he shall be entitled not to receive any further payment under this contract until said work shall be wholly finished, under direction and supervision of the County Engineer's office, at which time, if the unpaid balance of the amount to be paid under this contract shall exceed the expense incurred by the Board in finishing the work, such excess shall be paid by the Board to the contractor; but if such expense shall exceed such unpaid balance, the contractor shall pay the difference to the Board. The expense incurred by the Board as herein provided, either for furnishing material or for finishing the work, by reason of any default of the contractor, and any damages incurred through such default, shall be audited and certified by the County Engineer, whose certificate thereof shall be conclusive upon the parties.

Article 5. The contractor shall complete the several portions, and the whole of the work comprehended in this contract on or before the 20 day of November, 1937.

Article 6. Should the contractor be delayed in the prosecution or completion of the work by the act, neglect or default of the Board or of the County Engineer, or by any damage caused by fire or other casualty for which the contractor is not responsible, or by combined action of workmen in no wise caused by or resulting from default or collusion on the part of the contractor, then the time herein fixed for the completion of the work shall be extended for a period equivalent to the time lost by reason of any or all of the causes aforesaid, which extended period shall be determined and fixed by the County Engineer, but no such allowance shall be made unless a claim therefor is presented in writing to the County Engineer within forty-eight hours after the occurrence of such delay.

Article 7. It is understood by and between the parties hereto that the work contemplated herein is for a complete job calling for all sub-contractors work necessary to produce the structure as shown and described by the drawings and specifications.

Article 8. It is hereby mutually agreed between the parties hereto that the sum to be paid by the Board to the contractor for said work and materials essential to completion of the work shall be \$13,480.00 dollars subject to the additions and deductions and allowances as provided herein, and that such sum shall be paid by the Board to the Contractor in current funds.

Article 9. It is understood that alterations may be made in the work upon order of the County Engineer without violating this contract or any portion of it. Said Alterations, additions, or deductions by the Board shall be paid by the Board or allowed by the contractor, by virtue of such alterations, addition, or deductions to be stated in said order. Should the Board and the contractor not agree as to the amount to be paid or allowed, the work shall go on under the order required above, and in case of failure to agree, the determination of said amount shall be referred to arbitration, as provided for hereinafter.

Article 10. If at any time there shall be any claim or liens for which, if established, the Board or the work done or materials on the ground might become liable, and which is chargeable to the contractor, the Board shall have the right to retain out of any payment when due or thereafter to become due an amount sufficient to indemnify the Board against such claims or liens. Should there prove to be any such claim after all payments are made, the contractor shall refund to the Board all moneys that the latter may be compelled to pay in discharging any such claims, made obligatory in consequence of the contractor's default.

Article 11. It is further mutually agreed between the parties hereto that no certificate given or payment made under this contract, except the final acceptance and final payment, shall be conclusive evidence of the performance of this contract.

Article 12. The Board, shall, during the progress of the work carry insurance on the same against loss or damage by fire and tornado, the policies to cover all the work incorporated in the building, and all materials for the same on or about the premises, including equipment, and policies to be made payable to the parties hereto as their interest may appear.

Article 13. The contractor shall during progress of the work maintain workmen's compensation insurance as required by law. He shall also maintain public liability insurance saving the Board harmless by reason of suit or claim for damage because of injury or death xxx to persons other than those in the employ of the contractor. This latter mentioned public liability policy shall name the County as one of the insured parties, the contractor paying the additional premium necessary for so naming the Board as one of the insured parties.